



OAKLAND COUNTY BUILDING AUTHORITY

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

JAY SHAH, Chairperson
ANDY MEISNER, Vice-Chairperson &
O.C. Treasurer
DONALD SNIDER, Secretary
JAMELE HAGE
L. BROOKS PATTERSON, O.C. Executive

AGENDA

WEDNESDAY, MARCH 13, 2019

9:00 a.m.

Public Works Building
Facilities Management Conference Room, 1st Floor
One Public Works Drive
Waterford, MI 48328

1. Roll Call
2. Approval of Agenda – **Committee Action Required**
3. Approval of Minutes – **Committee Action Required**
4. Comments from Public
5. Conveyance/Transfer of 22 Acres to the Road Commission of Oakland County (pages **1** thru **70**) – **Committee Action Required**
6. Animal Shelter Project (pages **71** thru **77**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **71** thru **74**) – **Informational**
 - b) Invoice(s) Project (page **75**) – **Committee Action Required**
7. Infrastructure – IT Projects (pages **78** thru **81**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **78** thru **79**) – **Informational**
 - b) Change Order #3 for Steam Tunnel Project (pages **80** thru **81**) - **Committee Action Required**
 - c) Change Order #2 for Steam Tunnel Project (pages **82** thru **88**) - **Committee Action Required**
8. Other Business
9. Adjourn until next regular meeting on **Wednesday, April 10, 2019**

OAKLAND COUNTY

MEMO

CORPORATION COUNSEL

To: Jay Shah, Chairperson, Oakland County Building Authority
From: Jody Hall, Assistant Corporation Counsel
Date: February 25, 2019
Re: Request for Agenda Item for March 13, 2019 Meeting: Conveyance/Transfer of 22 Acres (property leased to the Road Commission of Oakland County) from the Oakland County Building Authority to the County of Oakland

I am requesting that the above-referenced item be placed on the Building Authority Agenda for review and approval on March 13, 2019. Below is a brief overview of the events related to this request.

In 1957, the County of Oakland ("County") leased the Road Commission for Oakland County ("RCOC") approximately 22 acres of land for RCOC operations and for office, garage, and storage uses incidental thereto ("Original Lease").¹ A diagram of the 22 acres is attached to this Memorandum. The Original Lease had a 40-year term with RCOC having the "sole option" to renew for another term of 59 years under the same terms and conditions; upon payment of \$100.00 and notice of its intent to renew 30 days prior to the expiration of the initial term. On November 20, 1996, RCOC exercised its option to renew the Original Lease.² The current lease term will expire on January 7, 2056.

In 2012, these 22 acres were conveyed to the Oakland County Building Authority via Covenant Deed (recorded at Liber 44,759, Page 567) as part of the bond issuance to finance a project to make infrastructure capital improvements and information technology capital improvement. The County Board of Commissioners approved this project via MR#12100, which is attached to this Memorandum.

RCOC approached the County, through the County's Department of Facilities Management ("Facilities Management") and the County's Property Manager, about purchasing the 22 acres, which it currently leases. RCOC is interested in re-locating its

¹ The Original Lease was approved by the County Board of Commissioners in MR#3162. Both the Original Lease and resolution are attached to this Memorandum.

² RCOC exercised its option to renew the lease through a resolution adopted by the RCOC Board on November 20, 1996 that is attached to this Memorandum.

administrative offices to this location. Given the following facts, Facilities Management requested authorization from the Planning and Building Committee to sell the 22 acres to RCOC: (1) the length of the lease term, (2) the Recognized Environmental Conditions (RECs) located on the 22 acres,³ (3) RCOC owns the 16 acres east and contiguous with the 22 acres, and (4) the synergy/efficiencies that will be accomplished by RCOC's operations re-location. Facilities Management received authorization from the Planning and Building Committee, on February 7, 2017, to negotiate the sale of the 22 acres to RCOC.⁴

Prior to taking a purchase agreement to the County Board of Commissioners for approval, the County must own the 22 acres, i.e., the County cannot sell property that it does not own. Thus, the County is requesting that the Building Authority convey the 22 acres to it. In anticipation of this proposed transaction and conveyance, I requested that Bond Counsel, who assisted with the 2012 project, determine whether the proposed conveyance of the 22 acres would effect the project or the bonds. Attached is a letter from Bond Counsel opining "that the County may reacquire that property [the 22 acres] from the Authority. The transfer back to the County is permitted because the property was not used by the Authority for the Project for which the Bonds were issued."

Accordingly, the Building Authority is requested to convey the 22 acres to the County via the attached Covenant Deed. Please let me know if you have any questions or if you need anything else from me.

³ The 22 acres has several RECs located thereon including an underground storage tank, garage operations/storage of vehicles, mechanical repair of vehicles, and a salt dome located along the property line of the property east and contiguous with the 22 acres.

⁴ The Authorization to Negotiate is attached to this Memorandum.

1957 Lease

COPY

L E A S E

*Received by
County of Oakland
1-17-57
1-17-57*

THIS LEASE, made and entered into this 17th day of January, A. D., 1957, by and between the County of Oakland, a Michigan Constitutional Corporation, hereinafter called the Lessor, and the Board of County Road Commissioners of the County of Oakland, a Michigan Statutory Public Corporation, hereinafter called the Lessee:

WITNESSETH: The Parties hereto, for the considerations hereinafter mentioned, COVENANT AND AGREE AS FOLLOWS:

1. The Lessor hereby leases to the Road Commission the following described premises in the Township of Waterford, County of Oakland, State of Michigan, to-wit:

"Beginning at the center of Section 24, T. 3 N., R. 9 E., Waterford Township, Oakland County, Michigan, thence North 10° 56' 00" West along the North and South 1/4 line of said Section 24 a distance of 1502.85 feet;
Thence North 88° 14' 08" East a distance of 211.72 feet;
thence South 46° 40' 18" East a distance of 516.84 feet;
thence South 10° 35' 43" East a distance of 1605.06 feet;
thence North 58° 48' 03" West a distance of 681.55 feet;
thence North 10° 46' 12" West a distance of 97.37 feet to the point of beginning and containing 22.0365 acres of land more or less and subject to a right-of-way 66 feet wide for a road along the easterly side of the aforementioned described property."

2. TO HAVE AND TO HOLD the said premises, with their appurtenances, for as long as the Lessee shall use such property for the principal base of operations of the County Road Commission, and for office, garage, and storage purposes as incidental thereto. It is understood that this Lease shall continue in full force and effect for as long as the Lessee shall use the property as above stated, but that if the property is abandoned and not used by the Lessee for any continuous period of one (1) year this Lease shall automatically be cancelled and the premises, with all improvements thereon, shall revert to the Lessor.

Subject to the above conditions it is mutually agreed that the term of this Lease shall be for a period of forty (40) years commencing with the date of this Lease as above written; Provided further, that the Lessee shall have the sole option of renewing this Lease upon the same terms and conditions for a period of fifty-nine (59) additional years, on the giving of written notice of its desire so to renew at least thirty (30) days before the expiration of such term, and upon the payment of One Hundred Dollars, (\$100.00), in consideration thereof.

It is understood that no additional consideration other than that mentioned herein shall be required for entering into any extension or the renewal of said lease and the Lessee shall in no event be required to pay rent to the County for the use and occupancy of such leased area during the term above mentioned.

3. The Lessor acknowledges the receipt of One Dollar, (\$1.00), as the consideration of this Lease.

4. The Lessee agrees that within six months of the date hereof that it will plant a greenbelt consisting of upright evergreen plantings of a minimum height of five feet and of a width of fifteen feet within the following description:

*1-17-57
True Copy
J. Bradwell*

Commencing at the center of Section 24, T. 3 N.,
R. 9 E., Waterford Township, Oakland County, Michigan,
thence North $1^{\circ} 46' 00''$ West along the North and
South $1/4$ line of said Section 24 a distance of 1502.85
feet;
thence North $88^{\circ} 14' 08''$ East a distance of 211.72
feet to the point of beginning of this description,
thence North $88^{\circ} 14' 08''$ East a distance of 21.18
feet,
thence South $46^{\circ} 40' 48''$ East a distance of 419.71
feet,
Thence South $1^{\circ} 35' 43''$ East a distance of 641.22 feet,
thence South $88^{\circ} 24' 17''$ West a distance of 15.00 feet,
thence North $1^{\circ} 35' 43''$ West a distance of 635.00 feet,
thence North $46^{\circ} 40' 48''$ West a distance of 428.43 feet
to the point of beginning.

5. It is agreed that the preliminary plans and sketches for any additional buildings, or additions or alterations of existing buildings shall be submitted to the Board of Supervisors through its Building and Grounds Committee. No construction will be begun until approval of the Board of Supervisors has been obtained through its Building and Grounds Committee.

6. It is agreed that the location of any proposed new building addition, or the location of any permanent storage area, shall be submitted to the Board of Supervisors through its Building and Grounds Committee. No construction shall be commenced, nor shall any area be used as a permanent storage area unless it shall have been approved by the Board of Supervisors through its Building and Grounds Committee.

7. The Lessee agrees that at all times it will keep the radio tower and antenna and all buildings, barracks, structures, and signs placed upon such premises in good condition, and to maintain the grounds surrounding in a presentable manner, and agrees to maintain the grounds and any and all buildings in a similar manner as all other county-owned lands and buildings are maintained at the Service Center.

Lessor grants to the Lessee all necessary rights of ingress and egress as may be required across lands owned or controlled by the Lessor, subject to the approval of the Building and Grounds Committee of the Board of Supervisors.

8. The Lessee agrees not to assign this Lease in any event, nor to sub-let the premises.

9. This Lease may be cancelled by the Lessee provided the Lessor is notified in writing, in accordance with the rule governing the service of papers as then contained in the Michigan Court Rules, at least thirty days prior to the effective date of cancellation.

10. The Lessee agrees that the erection, maintenance and operation of any and all buildings and the said premises herein described shall be the sole responsibility of the said Lessee.

11. The Lessor, covenants that the Lessee, on performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term of this Lease or any extension thereof.

12. The Lessee agrees that for the duration of this Lease, or any extension thereof, that it will maintain at its own expense the greenbelt heretofore mentioned in Paragraph 4 of this Lease; it being understood and agreed that those plantings which die shall be replaced within a reasonable time with a similar planting.

IN WITNESS WHEREOF the Chairman and Clerk of the Board of Supervisors of the County of Oakland in the State of Michigan, on behalf of said County have executed this Lease in pursuance of Miscellaneous Resolution No. 3162, passed by the Board of Supervisors on the 12th day of December, A.D., 1956, said resolution being on record in the Journal of the Board of Supervisors in the Office of the County Clerk thereof in the Court House in the City of Pontiac, Michigan; and the Board of County Road Commissioners of the County of Oakland, a Michigan Statutory Public Corporation, has executed this Lease in pursuance of Resolution No. , passed by the Board of County Road Commissioners on the 14th day of Jan, A. D., 1957, said resolution being on record in the Journal of the Board Meetings of said Board of County Road Commissioners.

WITNESSETH:

Alan Treadwell

Charles A. Davis

Frank Carrigan

Margaret M. Davis

COUNTY OF OAKLAND, a Michigan Constitutional Corporation,

By Delos Hamlin
Delos Hamlin, Chairman, and

Lynn D. Allen
Lynn D. Allen, Clerk of the Board of Supervisors of Oakland County.

BOARD OF COUNTY ROAD COMMISSIONERS OF OAKLAND COUNTY, a Michigan Statutory Public Corporation,

By Delos Hamlin
Chairman, and

William Carrigan

COPY

Miscellaneous Resolution # 3162

#3162

SEE # 7 & 8
LEASE.

RESOLUTION

December 4, 1956

IN RE: LEASE - COUNTY ROAD COMMISSION

TO: THE OAKLAND COUNTY BOARD OF SUPERVISORS

Mr. Chairman, Ladies and Gentlemen:

WHEREAS, This Board by the adoption of Miscellaneous Resolution No. 2924 on May 26, 1954, allocated a site at the County Service Center for the use of the Road Commission, and

WHEREAS, The Road Commission thereafter constructed a Service Garage and other buildings on said site, and is at the present time constructing an Administration building on said site, and

WHEREAS, Your Buildings and Grounds Committee with the concurrence of the Road Committee, and after consultation with the County Road Commission, has determined it advisable to alter the description of the site previously allocated to the use of the Road Commission, which new legal description appears in the proposed lease between the County of Oakland and Board of County Road Commissioners, copy of which is attached hereto and made a part of this resolution by reference,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the site as described in the proposed lease between the County of Oakland and the Board of County Road Commissioners be allocated to the Road Commission as the site for the Road Commission's activities on the County Service Center property.
2. That the proposed lease as submitted be approved as to form and content, and the Chairman and Clerk of the Board be authorized to execute said lease on behalf of the County of Oakland.
3. That any previous resolutions of this Board allocating other lands to the Road Commission or in any way in conflict with this resolution be herewith rescinded and held for naught.

MR. CHAIRMAN, On behalf of the members of the Buildings and Grounds Committee, whose signatures appear below, and with the concurrence of the Road Committee, I move the adoption of the foregoing resolution.

BUILDINGS AND GROUNDS COMMITTEE

Harry W. Horton
Harry W. Horton, Chairman

Howard C. Decker
Howard C. Decker

Luther Heacock
Luther Heacock

Willis M. Brewer
Willis M. Brewer

J. Wesley Duncan
J. Wesley Duncan

Harold K. Schone
Harold K. Schone

Gass B. Waters
Gass B. Waters

RECEIVED
DEC 11 1956
CITY OF WASHINGTON

12/6/56

Copy to Lee O. Brooks, Ch. Road Commission
Auditors.

3167
Dec 4, 1956

LEASE

THIS LEASE, made and entered into this _____ day of _____, A.D., 1956, by and between the County of Oakland, a Michigan Constitutional Corporation, hereinafter called the Lessor, and the Board of County Road Commissioners of the County of Oakland, a Michigan Statutory Public Corporation, hereinafter called the Lessee:

WITNESSETH: The Parties hereto, for the considerations hereinafter mentioned, COVENANT AND AGREE AS FOLLOWS:

1. The Lessor hereby leases to the Road Commission the following described premises in the township of Waterford, County of Oakland, State of Michigan, to-wit:

"Beginning at the center of Section 24, T. 3 N., R. 9 E., Waterford Township, Oakland County, Michigan, thence North 1°, 56', 00" West along the North and South 1/4 line of said Section 24 a distance of 1502.05 feet; thence North 88°, 14', 08" East a distance of 211.72 feet, thence South 46°, 40', 48" East a distance of 516.84 feet, thence South 1°, 35', 43" East a distance of 1605.06 feet, thence North 58°, 48', 03" West a distance of 681.55 feet, thence North 1°, 46', 12" West a distance of 97.37 feet to the point of beginning and containing 22.0365 acres of land more or less and subject to a right-of-way 66 feet wide for a road along the easterly side of the aforementioned described property".

2. TO HAVE AND TO HOLD the said premises, with their appurtenances, for as long as the Lessee shall use such property for the principal base of operations of the County Road Commission, and for office, garage, and storage purposes as incidental thereto. It is understood that this Lease shall continue in full force and effect for as long as the Lessee shall use the property as above stated, but that if the property is abandoned and not used by the Lessee for any continuous period of one (1) year this Lease shall automatically be cancelled and the premises, with all improvements thereon, shall revert to the Lessor.

Subject to the above conditions it is mutually agreed that the term of this Lease shall be for a period of forty (40) years commencing with the date of this Lease as above written; provided further, that the Lessee shall have the sole option of renewing this lease upon the same terms and conditions for a period of fifty-nine (59) additional years, on the giving of written notice of its desire so to renew at least thirty (30) days before the expiration of such term, and upon the payment of One Hundred Dollars, (\$100.00), in consideration thereof.

It is understood that no additional consideration other than that mentioned herein shall be required for entering into any extension or the renewal of said leases and the Lessee shall in no event be required to pay rent to the County for the use and occupancy of such leased area during the term above mentioned.

3. The Lessor acknowledges the receipt of One Dollar (\$1.00), as the consideration of this Lease.

4. The Lessee agrees that within six months of the date hereof that it will plant a greenbelt consisting of upright evergreen plantings of a minimum height of five feet and of a width of fifteen feet within the following description:

"Commencing at the center of Section 24, T. 3N., R. 9 E., Waterford Township, Oakland County, Michigan, thence North 1° 46', 00" West along the North and South 1/4 line of said Section 24 a distance of 1502.85 feet, thence North 88° 14', 08" East a distance of 211.72 feet to the point of beginning of this description, thence North 88° 14', 08" East a distance of 21.16 feet, thence South 46° 40', 48" East a distance of 419.71 feet, thence South 70° 35', 43" East a distance of 641.22 feet, thence South 80° 24', 17" West a distance of 15.00 feet, thence North 70° 35', 43" West a distance of 635.00 feet, thence North 46° 40', 48" West a distance of 428.43 feet to the point of beginning."

5. It is agreed that the preliminary plans and sketches for any additional buildings, or additions or alterations of existing buildings shall be submitted to the Board of Supervisors through its Buildings and Grounds Committee. No construction will be begun until approval of the Board of Supervisors has been obtained through its Buildings and Grounds Committee.

6. It is agreed that the location of any proposed new building addition, or the location of any permanent storage area, shall be submitted to the Board of Supervisors through its Buildings and Grounds Committee. No construction shall be commenced, nor shall any area be used as a permanent storage area unless it shall have been approved by the Board of Supervisors through its Buildings and Grounds Committee.

7. The Lessee agrees that at all times it will keep the radio tower and antenna and all buildings, barracks, structures, and signs placed upon such premises in good condition, and to maintain the grounds surrounding in a presentable manner, and agrees to maintain the grounds and any and all buildings in a similar manner as all other county-owned lands and buildings are maintained at the Service Center.

WAYS MEAN.
2000 2.11.17.
B. G.

Lessor grants to the Lessee all necessary rights of ingress and egress as may be required across lands owned or controlled by the Lessor, subject to the approval of the Buildings and Grounds Committee of the Board of Supervisors.

8. The Lessee agrees not to assign this Lease in any event, nor to sub-let the premises, and the Lessor agrees that it will retain full title to the premises, ~~making no conveyance of title or rights in the property to any other party, excepting that a conveyance may be made to the Lessee.~~

9. This Lease may be cancelled by the Lessee provided the Lessor is notified in writing, in accordance with the rule governing the service of papers as then contained in the Michigan Court Rules, at least thirty days prior to the effective date of cancellation.

10. The Lessee agrees that the erection, maintenance and operation of any and all buildings and the said premises herein described shall be the sole responsibility of the said Lessee.

11. The Lessor, covenants that the Lessee, on performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term of this Lease or any extension thereof.

12. The Lessee agrees that for the duration of this Lease, or any extension thereof, that it will maintain at its own expense the greenbelt heretofore mentioned in Paragraph 4 of this Lease; it being understood and agreed that those plantings which die shall be replaced within a reasonable time with a similar planting.

IN WITNESS WHEREOF the Chairman and Clerk of the Board of Supervisors of the County of Oakland in the State of Michigan, on behalf of said County have executed this Lease in pursuance of Miscellaneous Resolution No. _____, passed by the Board of Supervisors on the _____ day of _____, A.D. 1956, said resolution being on record in the Journal of the Board of Supervisors in the office of the County Clerk thereof in the Court House in the city of Pontiac, Michigan; and the Board of County Road Commissioners of the County of Oakland, a Michigan Statutory Public Corporation, has executed this Lease in pursuance of Resolution No. _____, passed by the Board of County Road Commissioners on the _____ day of _____, A. D., 1956, said resolution being on record in the Journal of the Board Meetings of said Board of County Road Commissioners.

WITNESSETH:

COUNTY OF OAKLAND, A Michigan Constitutional Corporation,

by: _____
Dale Hamlin, Chairman, and

Lynn D. Allen, Clerk of the Board of Supervisors of Oakland County

BOARD OF COUNTY ROAD COMMISSIONERS OF OAKLAND COUNTY, A Michigan Statutory Public Corporation

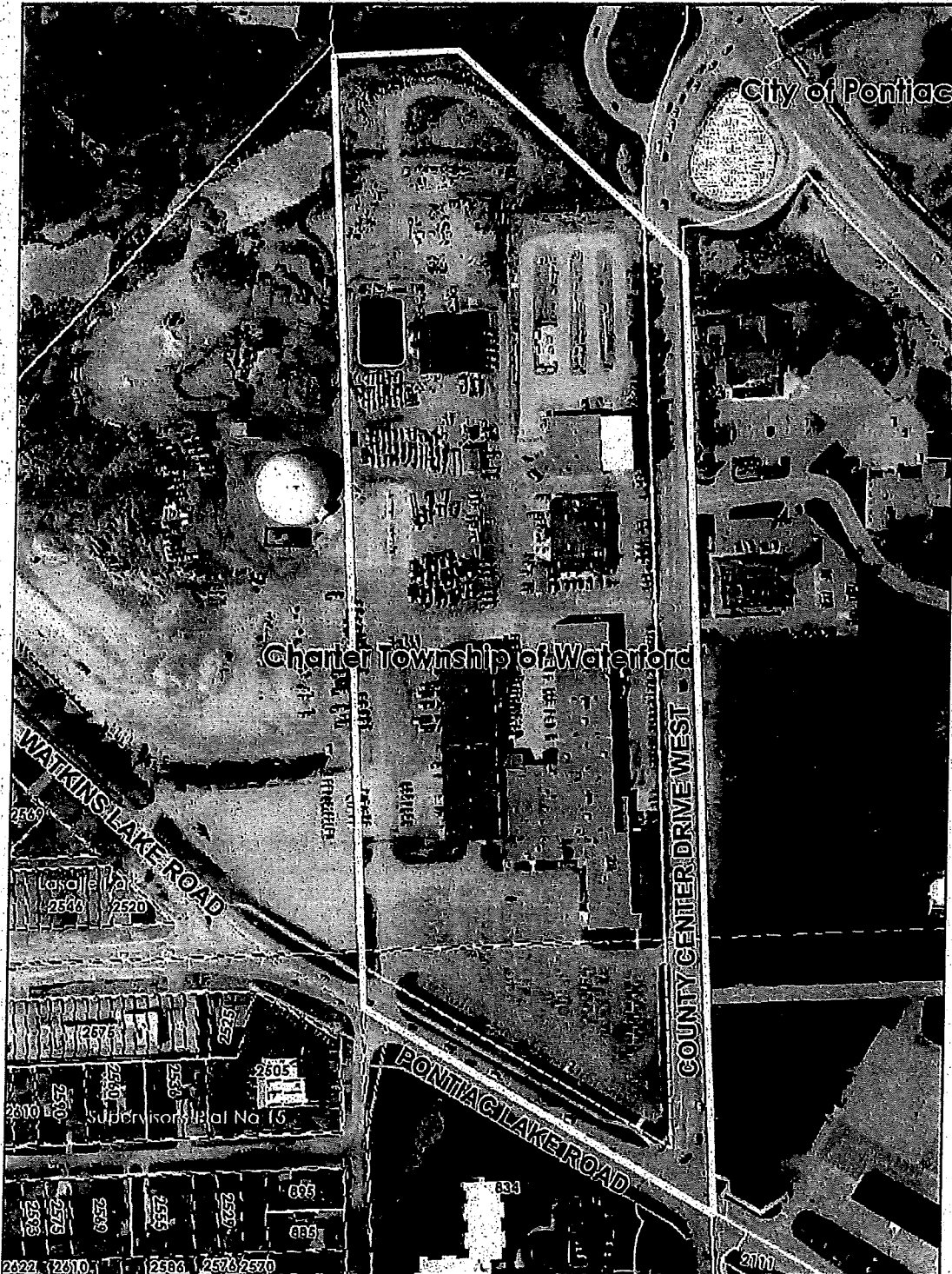
By: _____
Lee O. Brooks, Chairman

Diagram of 22 Acres

22 Acres - Land Transfer to RCOC

NOTE: NO FIELD WORK PERFORMED
DESCRIPTION TAKEN FROM RECORD.

EXHIBIT "A"



	DRAWN BY: <i>DJL</i>	DATE: <i>11/26/2018</i>
	CHECKED BY: <i>JP</i>	SCALE: <i>1" = 200'</i>
	JOB NAME: <i>R.C.O.C</i>	SHEET: <i>1 OF 1</i>
	LOCATION: <i>WATERFORD TOWNSHIP</i>	SECTION: <i>24</i> <i>1/4</i> <i>NORTHEAST</i>
ROAD COMMISSION FOR OAKLAND COUNTY		

Intent to Renew Lease

NOTICE OF INTENT TO RENEW LEASE

TO: THE COUNTY OF OAKLAND

In accordance with the provisions of Paragraph 2 of a Lease Agreement, dated January 8, 1957, and recorded at Liber 3654, Pages 446-448, Oakland County Records, between the County of Oakland, as Lessor, and the Board of County Road Commissioners of the County of Oakland, as Lessee, for the lease of certain property located in Waterford Township and described below, the Board of County Road Commissioners of the County of Oakland hereby provides notice of its desire and intent to renew said Lease, upon the same terms and conditions, for a period of 59 additional years, through January 7, 2056.

The subject property is described as follows:

Beginning at the center of Section 24, T. 3 N., R. 9 E., Waterford Township, Oakland County, Michigan, thence North 1^o, 46', 00" West along the North and South 1/4 line of said Section 24 a distance of 1502.85 feet; thence North 88^o, 14' 08" East a distance of 211.72 feet; thence South 46^o, 40', 48" East a distance of 516.84 feet; thence South 1^o, 35', 43" East a distance of 1605.06 feet; thence North 58^o, 48', 03" West a distance of 681.55 feet; thence North 1^o, 46', 12" West a distance of 97.37 feet to the point of beginning and containing 22.0365 acres of land more or less and subject to a right-of-way 66 feet wide for a road along the easterly side of the aforementioned described property.

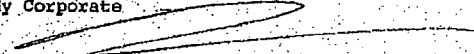
Further, and also in accordance with said Lease provisions, the Board of County Road Commissioners of the County of Oakland tenders to the County of Oakland, the sum of \$100.00.

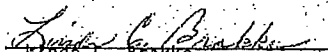
DATED: November 20, 1996

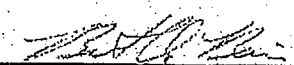
WITNESSES:


Deborah Mathews

BOARD OF COUNTY ROAD COMMISSIONERS
FOR THE COUNTY OF OAKLAND, A Public
Body Corporate

By: 
Rudy D. Lozano
Its: Chair

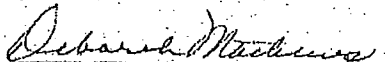

Linda L. Brakke

By: 
Brent O. Bair
Its: Secretary/Clerk of the Board

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 20th day of November, A.D., 1996, before me appeared Rudy D. Lozano and Brent O. Bair, as Chair and Secretary-Clerk of the Board, respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires:
August 15, 1999


Deborah Mathews
Notary Public, Oakland County, MI

When recorded return to:

Deborah Mathews
Deputy-Secretary/Clerk of the Board
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

Drafted by:

Patrick J. Carty, Esq.
Director of Legal
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

COPY OF RESOLUTION ADOPTED BY THE
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND, MICHIGAN,
UNDER DATE OF NOV 20 1996

WHEREAS, on or about January 8, 1957, the Board of County Road Commissioners and the County of Oakland entered into a Lease Agreement, recorded in Liber 3654, Pages 446-448, in reference to certain property in Waterford Township on which the Road Commission's P.V.R. Center is now located, described as follows:

Beginning at the center of Section 24, T. 3 N., R. 9 E., Waterford Township, Oakland County, Michigan, thence North 1°, 46', 00" West along the North and South 1/4 line of said Section 24 a distance of 1502.85 feet; thence North 88°, 14' 08" East a distance of 211.72 feet; thence South 46°, 40', 48" East a distance of 516.84 feet; thence South 1°, 35', 43" East a distance of 1605.06 feet; thence North 58°, 48', 03" West a distance of 681.55 feet; thence North 1°, 46', 12" West a distance of 97.37 feet to the point of beginning and containing 22.0365 acres of land more or less and subject to a right-of-way 66 feet wide for a road along the easterly side of the aforementioned described property.

WHEREAS, said Lease Agreement provides that the term thereof may be extended by the Board of County Road Commissioners, for an additional 59 years, and

WHEREAS, in the judgment of this Board, such extension of the term of said lease would be in the best interests of the Road Commission and of the public.

NOW, THEREFORE, BE IT RESOLVED that this Board hereby approves renewal of the above described lease, with the County of Oakland, upon the same terms and conditions, for a period of 59 additional years, through January 7, 2056.

BE IT FURTHER RESOLVED that this Board hereby authorizes its Chair and its Secretary Clerk to execute a Notice of Intent to Renew Lease.


BE IT FURTHER RESOLVED that the Director of Finance is hereby authorized and directed to issue a warrant in the amount of \$100.00, payable to the County of Oakland, as the required payment for such lease renewal.

BE IT FURTHER RESOLVED that such Notice of Intent to Renew Lease shall be tendered to the Board of Commissioners of Oakland County, together with a check in the amount of \$100.00, and that a copy of such Notice of Intent to Renew Lease shall be tendered to the County Executive of Oakland County.

Motion by Commissioner Richard G. Skarritt, supported by Commissioner Richard V. Vogt, and carried by the following votes:

Ayes: Commissioners Lozano, Vogt and Skarritt
Nays: None

I hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Road Commissioners of the County of Oakland, Michigan, under date of
NOV 20 1996


Deborah Mathews
Deputy-Secretary/Clerk of the Board

2012 Covenant Deed

LIBER 44759 PAGE 567
\$0.00 TRANSFER TX NO CHRG
\$0.00
10/04/2012 09:42:59 AM RECEIPT# 105855
PAID RECORDED - Oakland County, MI
Bill Bullard Jr., Clerk/Register of Deeds

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that the foregoing LIENS or TITLES
held by the State or any other jurisdiction within description
and all TAXES on same are paid for two years previous to the
date of this instrument as appears by the records in the office
except as stated.

OCT - 3 2012

ANDREW E. MEISNER, County Treasurer
Sec. 136, Act 206, 1893 as amended

1.00

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX



OAKLAND
10/04/2012
105855

\$0.00 CO
\$0.00 ST
000779737

★
★
★
★
★

COVENANT DEED

KNOW ALL PERSONS BY THESE PRESENTS that as of October 4th, 2012 for one dollar (\$1.00) valuable monetary consideration, the receipt and sufficiency of which are hereby acknowledged, the Oakland County (the "County"), a County of the State of Michigan the address of which is 1200 N Telegraph Road, Dept 479, Pontiac, Michigan 48341, does hereby grant and convey to the Oakland County Building Authority, County of Oakland, Michigan (the "Authority"), a building authority organized and existing under and pursuant to Act No 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, to the address of which is One Public Works Drive, Pontiac, Michigan, 48341, all of the County's right, title and interest in and to the land located in the County of Oakland, State of Michigan, described on EXHIBIT A attached hereto and incorporated herein by reference, together with all the hereditaments and appurtenances thereunto belonging or in anyway pertaining thereto

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NIC

The County will warrant and defend the same against all lawful claims or demands whatsoever arising out of acts of the County

This instrument is executed and delivered pursuant to the Full Faith and Credit General Obligation Lease Contract made as of June 1, 2012 by and between the Authority and Oakland County, and the land hereby conveyed is subject to reconveyance to the County as provided therein

This conveyance is exempt from the payment of transfer taxes, as provided in Section 207 505h(1) of the Michigan Compiled Laws and as provided in Section 207 526h(1) of the Michigan Compiled Laws

2012 OCT 3 11 09 50

OK - LG

IN WITNESS WHEREOF, the County has caused this instrument to be executed as of the date first above written.

WITNESSES

OAKLAND COUNTY

John Snigfellow

By Michael J. Singell
Michael J. Singell, Chairperson

Cari L. Sinke

By Bill Bullard Jr.
Bill Bullard, Jr., Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 4th day of October, 2012, before me, personally appeared Michael J. Singell and Bill Bullard Jr., to me personally known, who being by me duly sworn, each did say that they are, respectively, the Chairperson and the Clerk of the OAKLAND COUNTY, Michigan and that the foregoing Deed, dated as of October 4, 2012, was signed and sealed by them on behalf of the OCCMHA by the authority of its Council, and such persons acknowledged such instrument to be the free act and deed of the OCCMHA

Cari L. Sinke Cari L. Sinke
Notary Public, Livingston County acting in
Oakland County My Commission Expires 8/1/2013

[Notary Seal]

Drafted by and when recorded return to

John R. Axe, Esq
Axe & Ecklund, P.C
21 Kercheval Avenue, Suite 360
Grosse Pointe Farms, Michigan 48236

mh/BA-OAK240(10 3 12)

EXHIBIT A
to
Covenant Deed

GRANTOR Oakland County, Michigan
GRANTEE Oakland County Building Authority

LEGAL DESCRIPTION

LEGAL DESCRIPTIONS

- A Parcel I D. Number. 13-24-126-019 - Property Description - Public Works, Armory, Pt Children's Village (Waterford Township)

T3N, R9E, SEC 24 PART OF NW 1/4 BEG AT N 1/4 COR, TH S 02-42-40 E 1131 37 FT, 1H S 42-24-25 W 1189 70 FT, TH N 47-36-02 W 963 28 FT, TH N 42-24-25 E 932 29 FT, TH N 52-43-05 W 399 18 FT, TH N 02-28-31 W 376 72 FT, TH N 87-25-20 E 1166 50 FT TO BEG 44 46 A 7-29-11 FR 008 & 009
- B Parcel I D. Number: 13-24-251-001 - Property Description - Road Commission, Pt Children's Village (Waterford Township)

T3N, R9E, SEC 24 THAT PART OF NE 1/4 LYING W OF TELEGRAPH RD 62 A W502
- C Parcel I D. Number 13-24-426-001 - Property Description - EOB, Farmers Market, Information Technology, Boy Scouts, Easter Seals, Credit Union (Waterford Township)

T3N, R9E, SEC 24 THAT PART OF SE 1/4 LYING NLY OF CEN LINE OF PONTIAC LAKE RD & W OF TELEGRAPH RD, EXC SE PART TAKEN FOR PONTIAC LAKE RD-TELEGRAPH RD CONNECTION 36 A W525A
- D Parcel I D. Number: 13-24-227-001 - Property Description - Health Dept , PT Courthouse, North Office Bldg , Medical Examiner, Sheriff Administration (City of Pontiac)

T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF TELEGRAPH RD & SLY OF SLY RW LINE OF GTWRR 85 A
- E Parcel I.D Number 14-18-352-006 - Property Description - Impound Lot, Sewer Dump Station (City of Pontiac)

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW 1/4 OF SEC 19 BEG AT NW COR OF SEC 19, TH S 01-50-30 E 389 12 FT, TH N 87-33-30 E 606 90 FT, TH N 46-29-40 W 520 32 FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-30-20 E 300 FT, TH N 46-29-40 W ALG SWLY LINE OF OAKLAND AVE TO W LINE OF SEC 18, TH SLY ALG SD SEC LINE TO BEG EXC W 30 FT IN WEST RD 7 97 A
- F Parcel I.D. Number: 14-18-352-007 - Property Description - Materials Management, Sewer Dump Station (City of Pontiac)

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW 1/4 OF SEC 19 BEG AT PT DIST S 0150-30 E 389 12 FT & N 87-33-30 E 606 90 FT FROM NW COR OF SEC 19, TH N 46-29-40 W 520 32 FT, TH N 4330-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-30-20 E 300 FT, TH S 46-

29-40 E 650 FT ALG SWLY LINE OF OAKLAND AVE TO NWLY R/W LINE OF GTRR, TH SWLY
414 17 FT ALG SD LI, TH S 87-33-30 W 6 73 FT TO BEG 5 91 A

- G Parcel I D. Number 14-19-151-001 - Property Description - Pt
Courthouse, Central Garage, Jail, Power House (City of Pontiac)
T3N, R10E, SEC 19 PART OF NW 1/4 BOUNDED ON S BY E & W 1/4 LINE, ON W BY W SEC LINE
& ON NE BY GTRR R/W 35 0 A
- H Parcel I D. Number: 14-30-251-001 - Property Description - Oakland Pte
East (City of Pontiac)
T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DISI S 89-15-33 E 50 FT & S 00-13-24 E 1200 FT
& S 89-15-33 E 1800 FT & S 00-13-24 E 475 FT & S 89-15-33 E 167 40 FT FROM SW COR OF SEC 19,
TH S 89-15-33 E 295 13 FT, TH S 00-13-24 E 269 23 FT, TH S 45-13-24 E 69 17 FT, TH S 00-13-24 E
331 40 FT, TH S 88-15-41 W 344 12 FT, TH N 00-13-24 W 663 61 FT TO BEG 4 85 A 2/9/89 FR 14-19-
351-007
- I Parcel I D. Number 14-30-251-002 - Property Description - Oakland Pte
West (City of Pontiac)
T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E 50 FT & S 00-13-24 E 1200 FT
& S 89-15-33 E 1800 FT & S 00-13-24 E 475 FT & S 89-15-33 E 462 53 FT FROM SW COR OF SEC 19,
TH S 89-15-33 E 344 87 FT, TH S 00-44-27 W 637 22 FT, TH S 88-41-41 W 123 06 FT, TH S 88-15-41
W 162 21 FT, TH N 00-13-24 W 331 40 FT, TH N 45-13-24 W 69 17 FT, TH N 00-13-24 W 269 23 FT
TO BEG 4 62 A 9/7/89 FR 14-19-351008
- J Parcel I D. Number: 20-32-225-010 - Property Description - S Oakland
Bldg (City of Troy)
T2N, R11E, SEC 32 OAKWOOD INDUSTRIAL PARK LOT 7
- K Parcel I D. Number 24-13-425-004 - Property Description - South
Oakland Health (City of Southfield)
T1N, R10E, SEC 13 OAKLAND GARDENS SUB PART OF LOT 23, ALSO ALL OF LOTS 24 TO 43
INCL, ALSO PART OF LOTS 44 TO 60 INCL, ALSO PART OF LOT 211, ALSO ALL OF LOTS 212
TO 218 INCL, ALSO PART OF LOT 219, ALSO ALL OF LOTS 309 TO 312 INCL, ALSO PART OF
LOTS 313 TO 316 INCL, ALSO ALL VAC STREETS & ALLEYS LOC WITHIN THE FOL DESC PCL
BEG AT PT DIST N 01-03-00 W 488 78 FT & S 88-13-00 W 7 FT FROM SE COR OF LOT 84 OF SD
'PLAT', TH S 88-13-00 W 658 44 FT, TH N 01-03-00 W 330 04 FT, TH N 88-13-00 E 658 44 FT, TH S
01-03-00 E 330 04 FT TO BEG 3-10-09 FR 001

Miscellaneous Resolution # 12100

MISCELLANEOUS RESOLUTION #12100

April 18, 2012

BY: Planning and Building Committee, David Potts, Chairperson

IN RE: BUILDING AUTHORITY - RESOLUTION AUTHORIZING THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE A PROJECT TO MAKE INFRASTRUCTURE CAPITAL IMPROVEMENTS AND INFORMATION TECHNOLOGY CAPITAL IMPROVEMENTS LOCATED IN OAKLAND COUNTY, MICHIGAN

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS
Chairperson, Ladies and Gentlemen:

WHEREAS, there have been prepared and presented to the Board of Commissioners (the "Board") of the County of Oakland, Michigan (the "County"), conceptual documents describing the project to make infrastructure capital improvement and information technology capital improvements located in the County of Oakland (the "Project"), all as more fully described in EXHIBIT A to the Lease Contract (as hereinafter defined), and a proposed Lease Contract between the County and the Oakland County Building Authority (the "Authority") dated as of June 1, 2012 (the "Lease Contract"), pursuant to which the Authority will renovate, remodel, acquire, construct, furnish and equip the Project as contemplated by the terms of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and lease the Project to the County for a term of fifteen (15) years; and

WHEREAS, it has been estimated that the period of usefulness of the Project to be not less than fifteen (15) years and that the total cost of renovating, remodeling, acquiring, constructing, furnishing, and equipping the Project (as defined in the Lease Contract) in an amount not to exceed \$19,325,000 which will be provided by the proceeds from the sale of bonds by the Authority pursuant to Act 31; and

WHEREAS, the County proposes to undertake the Project and to request the Authority to incur taxable or tax-exempt debt (the "Reimbursement Obligations") to finance all or a portion of the costs of the Project; and

WHEREAS, the County may make certain expenditures for said Project prior to issuance of the Reimbursement Obligations and may wish to use the proceeds of the Reimbursement Obligations to reimburse all or a portion of said expenditures; and

WHEREAS, it is in the public interest and for the public benefit that the County designates an authorized officer for the purposes of declaring official intent of the County with respect to expenditures; and

WHEREAS, there has been prepared and attached hereto as

PLANNING & BUILDING COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Crawford, Nuccio and Jackson absent.

APPENDIX I a form of Lease Contract and as APPENDIX II a form of notice entitled "NOTICE OF INTENTION OF THE COUNTY OF OAKLAND TO ENTER INTO A LEASE CONTRACT WITH THE OAKLAND COUNTY BUILDING AUTHORITY AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intention").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OAKLAND, MICHIGAN, as follows:

1. The conceptual documents and estimates relating to the Project and identified in EXHIBIT A to APPENDIX I hereto are hereby approved and ordered filed with the County Clerk.

2. The Lease Contract in the form of APPENDIX I hereto is hereby approved, and the Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute and deliver the same for and on behalf of the County. Final plans and project description shall be approved by the Planning and Building Committee of the Board of Commissioners before they are attached to the Lease Contract to be executed.

3. It is hereby determined that the Notice of Intention provides information sufficient to adequately inform the electors and taxpayers of the County of the nature of the contractual obligations to be undertaken by the County in the Lease Contract and of their right under Act 31 to file a petition requesting a referendum election on the Lease Contract.

4. The form and content of the Notice of Intention are hereby approved, and the County Clerk is hereby authorized and directed to cause the Notice of Intention to be published once in the *Oakland Press*, Pontiac, Michigan, a newspaper of general circulation within the County which is hereby determined to be the newspaper reaching the largest number of electors and taxpayers of the County. The Notice shall be at least one third of a page in size.

5. The Treasurer of the County is hereby authorized to declare official intent of the County with respect to reimbursement.

6. Each declaration of official intent shall be substantially in the form set forth in APPENDIX III attached hereto and by this reference incorporated herein, and said form may be modified from time to time on the advice of bond counsel to the County and as necessary to conform to requirements of our reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.

7. The Treasurer is hereby directed to file each declaration of official intent in the office of the Oakland County Clerk, which location constitutes the customary location

of the records of the Authority which are available to the general public.

8. The Oakland County Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the County on every business day of the period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Bonds.

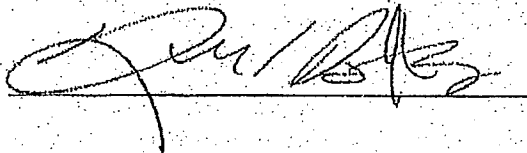
9. The County Executive, if necessary, is authorized to file for approval to issue the bonds from the State of Michigan, Department of Treasury ("Treasury"), to pay the related fee, and to execute and deliver such other documents as may be requested by the Treasury.

10. All activities involved in the planning and construction of this Project under this resolution shall comply with the standing rules of the Board of Commissioners.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized fill in the blanks in Exhibit B to Lease Contract and Appendix III - Declaration of Intent prior to executing and filing these documents with the Oakland County Clerk.

Chairperson, on behalf of the Planning and Building Committee, I move the adoption of the foregoing resolution.

PLANNING AND BUILDING COMMITTEE



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APPENDIX I
LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of June 1, 2012, by and between the OAKLAND COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and the COUNTY OF OAKLAND, a County of the State of Michigan (the "County"),

W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities and stadiums, and the necessary site or sites therefor, for the use of the County; and

WHEREAS, the County desires to undertake a project to make infrastructure capital improvement and information technology capital improvements located in the County of Oakland, as more fully described in EXHIBIT A to this Lease (the "Project"), and it is proposed that the Authority undertake the Project; and

WHEREAS, it is proposed that the Authority finance the total cost of the Project by the issuance of building authority bonds payable from cash rental payments to be made by the County to the Authority pursuant to this Lease and Act 31; and

WHEREAS, a description of the Project, and estimate of the period of usefulness thereof and an estimate of the total cost of the Project, all as set forth on EXHIBIT A to this Lease, have been reviewed and approved by the Board of Commissioners of the County; and

WHEREAS, in order to make possible the issuance of building authority bonds to finance all or a portion of the total cost of the Project, it is necessary under Act 31 for the parties to enter into this Lease;

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS SET FORTH BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS LEASE AS FOLLOWS:

1. Authorization and Issuance of Bonds. As soon as practicable after the effective date of this Lease, the Authority shall proceed to authorize and issue one or more series of its building authority bonds in the aggregate principal amount of not to exceed \$19,325,000 (the "Bonds"), pursuant to and in accordance with provisions of Act 31, for the purpose of

remodeling, renovating, acquiring, constructing, furnishing and equipping the Project. The Authority shall pledge for the payment of the principal of and interest on the Bonds the receipts from the cash rental payments described and required to be paid by the County pursuant to this Lease. The Bonds of any series shall be dated August 1, 2012 or the first day of any later month in 2012 or 2013 and the final maturity may be at any time up to and including December 1, 2040 as the Authority shall approve in the resolution authorizing issuance of the Bonds (the "Bond Resolution"). The Bonds shall bear interest at a rate or rates that will result in a net interest cost not exceeding 8% per annum. Interest shall be payable semi-annually and shall begin as specified in the Bond Resolution until maturity of the bonds and shall mature in accordance with the Debt Retirement Schedule set forth on EXHIBIT B to this Lease. Each date on which any payment of principal of and/or interest on any bond is due is referred to herein as a "Bond Payment Date." The Bonds may be payable on the first day of a different month, if necessary, to match rental income paid to the County.

The County and the Authority recognize and acknowledge that (a) such Debt Retirement Schedule is based upon an assumed interest rate and date of issuance of the Bonds and upon assumed Bond Payment Dates, all as set forth in EXHIBIT B, (b) the Bond Payment Dates will be specified in the Bond Resolution, (c) the date and amount of each payment of cash rental required under this Lease will be determined (subject to the limitations expressed in the preceding paragraph of this Section) when the Bond Resolution is adopted by the Authority and the Bonds are sold, by application of the rate or rates of interest (that will result in a net interest cost not exceeding 8% per annum) actually borne by the Bonds.

The Bonds may be sold subject to redemption prior to maturity at the option of the Authority with such redemption premiums and upon such terms as shall be set forth in the Bond Resolution.

Upon receipt of the proceeds of the sale of the Bonds, all premium, capitalized interest, if any, and accrued interest received from the purchaser or purchasers of the Bonds shall be transferred to a bond and interest redemption fund, and the balance of such proceeds shall be deposited into an construction fund, each of which shall be established by the Bond Resolution and maintained as a separate depository account of the Authority. The money in the construction fund shall be used to pay costs of the Project, and upon payment of all such costs, any excess money in the construction fund will be used as provided in Section 4.

In the event that for any reason after the date upon which this Lease is executed, but before the Bonds have been issued, it appears to the County and the Authority that the part of the Project to be paid by bond proceeds can be equipped for less than \$19,325,000, or the County shall be able to make payment in

advance on the cash rental payments payable pursuant to this Lease, the Authority may reduce the amount of bonds to be issued in multiples of \$5,000 and reduce the annual maturities or the years of maturities as the County Treasurer shall direct.

2. Transfer of Title to and Completion of Project. As soon as practicable after the Bonds have been sold, the County shall transfer title to the real property upon which the Projects will occur or will be located to the Authority, and the Authority shall commence the Project. The plans, cost estimate and estimated period of usefulness for the Project, all of which have been filed with the County Clerk and the Secretary of the Authority, are hereby approved and adopted. The Project shall be implemented in substantial accordance with such plans which are incorporated as part of (but not attached to) this Lease. No major changes in such plans shall be made without the written approval first by the County and then by the Authority.

3. Increased Project Costs. In the event that it shall appear, upon determining the costs for the construction of the Project and after issuance of the Bonds, that the Project cannot be completed at the estimated cost, the Authority shall immediately so notify the County. The County may elect to pay the increased cost in cash to the Authority in which event the amount of such cash payment shall be deposited in the construction fund for the Project and the Authority shall proceed to construct and complete the Project. In the alternative, the County and the Authority may agree, by an amendment to this Lease that additional bonds shall be issued by the Authority in an amount sufficient to pay the increased Project costs. If, after the sale and issuance of the Bonds, it shall become necessary to raise additional funds to pay for an increase in the Project costs and this Lease cannot be amended to provide for the issuance of additional bonds, or if for any other reason additional bonds cannot be issued, the County shall pay to the Authority in cash an amount which will be sufficient to enable the Authority to complete the Project in accordance with the plans of the Project.

4. Funds Remaining After Completion. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the Project may be used to improve or enlarge the Project upon the approval of the Planning and Building Committee of the Board of Commissioners provided that such use of the funds in the construction fund has been approved by the Municipal Finance Division of the Michigan Department of Treasury, if necessary, and the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund, and the County shall receive a credit against the cash rental payments next due under this Lease to the extent of the moneys so deposited in the manner provided in the Bond Resolution.

5. Insurance Requirements. The Authority shall require any contractor or contractors for the Project to furnish all

necessary bonds guaranteeing performance and all labor and material bonds and all owner's protective, workers' compensation and liability insurance required for the protection of the Authority and the County. Such bonds and insurance, and the amounts thereof, shall be subject to approval of the County's Department of Risk Management on the advice of its counsel. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. Lease Term; Possession; Reconveyance. (a) The Authority does hereby lease the Project, as described in Exhibit A, to the County for a term commencing on the effective date of this Lease (determined as provided in Section 22) and ending fifteen (15) years from the effective date of the Lease or such earlier or later date as the principal of and premium, if any, and interest on the Bonds, the fees and expenses of the paying agent for the Bonds and all amounts owing hereunder have been paid in full. Possession of the Project shall vest in the County upon the complete execution of the Lease. At the end of the term of this Lease, the Authority shall convey to the County all of its right, title and interest in and to the Project and any lands, easements or rights-of-way appertaining thereto, and upon such conveyance, this Lease shall terminate, and the Authority shall have no further interest in, or obligations with respect to, the Project.

(b) The County shall, upon the terms and conditions set forth in this Lease, acquire and convey to the Authority all lands, buildings, tenements, hereditaments, easements and rights-of-way necessary to enable the Authority to complete the Project in accordance with the plans.

(c) The Authority acknowledges that the County has numerous long-term leases with public and private third-parties involving the real property described in Exhibit A, including but not limited to the following entities, the Road Commission for Oakland County, Easter Seals, Boy Scouts, the Oakland County Credit Union, the Oakland County Bar Association, the Oakland County Medical Control Authority, the United States Army Reserve, and Ameritech. This Lease shall in no way effect the leases currently in effect between the County and third-parties. The County may sublease or license portions of the real property described in Exhibit A to third parties without the approval of the Authority.

7. Cash Rental; Pledge of Full Faith and Credit. The County hereby agrees to pay to the Authority as cash rental for the Project such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the Bonds as such principal and interest shall become due, whether at maturity or by redemption. For so long as any bonds are outstanding, the County shall pay to the Authority, on the Bond Payment Date, an amount sufficient to pay the principal and/or interest due on the Bonds on such Bond Payment Date.

The County hereby pledges its full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the County, and which shall not be in an amount or at a rate exceeding that necessary to pay its contractual obligation pursuant to this Lease. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Lease for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any set-off by the County nor shall there be any abatement of the cash rental payments for any cause, including, but not limited to, casualty that results in the Project being untenable.

8. Expenses of Issuing and Payment of Bonds. The Authority shall pay from the proceeds of the sale of any series of the Bonds all expenses incurred with respect to the issuance of the Bonds. The County agrees to pay to the Authority, in addition to the cash rental provided for in Section 7, all expenses incurred with respect to the issuance and payment of the Bonds, to the extent not so paid from the proceeds from the sale of the Bonds. The obligation of the County to make such payments shall be a general obligation of the County.

9. Preliminary Expenses of the County. Upon the sale of the Bonds, the County shall give the Authority a full and complete accounting of the preliminary costs and expenses incurred on or before that date by the County in connection with the Project, and the Authority shall thereupon reimburse the County for such costs and expenses to the extent that such costs and expenses were included in the portion of the total cost of the Project to be paid from bond proceeds.

10. Maintenance and Repairs. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. Operation and maintenance shall include but not be limited to the following: the furnishing of all personnel, equipment and facilities; the provision of all light, power, heat, water, sewerage, drainage and other utilities; and the furnishing of all properties and services of whatever nature, as shall be necessary or expedient in the efficient and lawful operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use of the Project, or on account of rentals or income from the Project, shall likewise be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the

operation and maintenance of the Project shall be a general obligation of the County.

11. Property Insurance and Insurance Proceeds. The County shall cause to be provided, at no expense to the Authority, fire and extended coverage insurance in an amount which is at least equal to the amount of bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments provided in Section 7 shall continue unabated. In the event the insurance proceeds are payable to the County, the County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project.

12. Liability Insurance. The County shall cause to be provided and maintained during the term of this Lease adequate liability insurance or self-insurance protecting the County and the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation, maintenance or repair of the Project and the site of the Project, or resulting from any acts of omission or commission on the part of the County or the Authority or their respective officers or employees in the connection with the Project. Such insurance shall be made effective upon the complete execution of this Lease.

13. No Unlawful Use Permitted. The Project shall not be used or permitted to be used in any unlawful manner or in any manner which would violate the provisions of any contract or agreement between the County or the Authority and any third party. To the extent permitted by law, the County shall hold the Authority harmless and keep it fully indemnified at all times against any loss, injury or liability to any persons or property by reason of the use, misuse or non-use of the Project or from any act or omission in, on or about the Project. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order and shall save the Authority harmless and free from all costs or damages with respect thereto.

14. Alterations of Project. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures, and may make any alterations to or structural changes in, the Project as the County may desire in accordance with the standing rules of the Board of Commissioners.

15. Right of Inspection. The Authority, through its officers, employees, or agents, may enter upon the Project at any reasonable time during the term of this Lease for the purpose of

inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions of this Lease.

16. Contractual Rights of Bondholders. Inasmuch as this Lease, and particularly the obligation of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the Bonds, it is hereby declared that this Lease is made for the benefit of the holders from time to time of the Bonds as well as for the benefit of the parties and that such holders shall have contractual rights under this Lease. In the event of any default under this Lease on the part of the County, the Authority and the holders of the Bonds shall have all rights and remedies provided by law, including in particular all rights and remedies provided by Act 31. The parties shall not do nor permit to be done any act, including amending this Lease, that would impair the security of the Bonds or the rights of the holders of the Bonds. An amendment of this Lease to authorize the issuance of additional bonds and providing the payment of additional cash rentals for the payment of such bonds shall not be deemed to impair the security of the Bonds or the rights of the holders of the Bonds.

17. Appurtenant Facilities. The site on which this Project is to be located includes or will include roadways, walks, drives, parking areas and landscaping which are of benefit to and necessary to the full use and enjoyment of the Project, the County shall maintain such appurtenant facilities in good repair and condition. The appurtenant facilities shall be available to the users and occupants of the Project.

18. Successors and Assigns. This Lease shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns, provided, however, that no assignment shall be made in violation of the terms of this Lease nor shall any assignment be made which would impair the security of the Bonds or the rights of the holders of the Bonds.

19. Abandonment of Project. In the event the Bonds to finance the Project cannot be or are not issued by the Authority on or before December 31, 2013, the Project shall be abandoned, the County shall pay from available funds all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Lease.

20. Consents, Notices, Etc. The right to give any consent, agreement or notice required or permitted in this Lease shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given under this Lease shall be given by delivering the same, in the case of the County, to the County Clerk, and in the case of the Authority, to any member of its Commission.

21. Changes in Law or Corporate Status. In the event there shall occur changes in the Constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Lease shall be unaffected thereby insofar as the obligation of the County to make the cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County or the Authority in the Project are hereby impressed with a first and prior lien for payment of any outstanding bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. Effective Date of Lease. This Lease shall become effective on the 61st day after publication of a Notice of Intention in the *Oakland Press*, a newspaper published in Pontiac, Michigan, as required by Act 31, provided that if a petition for a referendum is filed as provided in (and meeting all requirements of) Section 8b of Act 31, then this Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

23. Undertaking to Provide Continuing Disclosure. The County and the Authority hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be in the form attached to the official statement for the Bonds. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the Purchaser(s) right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Authority to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer and the Chairperson or Treasurer of the Authority, or other officer of the County or Authority charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's and Authority's Undertaking.

IN WITNESS WHEREOF, the OAKLAND COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF OAKLAND, by its Board of Commissioners, have caused this Lease to be signed by their duly authorized officers, and their seals to be affixed hereto, all as of the day and year first above written.

WITNESSES TO SIGNATURES
OF AUTHORITY OFFICERS:

By: _____
Chairperson of its Commission

By: _____
Secretary of its Commission

WITNESSES TO SIGNATURES
OF COUNTY OFFICERS:

By: _____
Chairperson, Board of Commissioners

By: _____
County Clerk

las.r1-oak240

Instrument Drafted By:

John R. Axe
Axe & Ecklund, P.C.
21 Kercheval, Suite 360
Grosse Pointe Farms, Michigan 48236

las.rl-oak240

EXHIBIT A to LEASE CONTRACT

The Project consists of the following listed and described infrastructure capital improvements and information technology capital improvements. Such Projects will occur on the real property described in this Exhibit, which shall be conveyed to the Authority.

I. CAPITAL PROJECTS FOR INFRASTRUCTURE

- A. **Steam tunnel repairs and renovation** - The County has a series of steam tunnels running underground in the County service center complex that are in need of repair. The tunnels provide a means of transmitting steam and other connections between facilities. The steam tunnels to be repaired are located on the County service center complex in Pontiac and Waterford Township.
- B. **Parking lot repaving program** - Annually, parking lots are repaired and / or replaced located on property owned by the County. This projected parking lot cost repair and replacement covers the period from FY-2012 through FY-2015. Any County-owned parking lots may be repaired.
- C. **Service center complex road repair** - Annually, the County repairs its roads located on the County service center complex. The projected road repair cost covers the period from FY-2012 through FY-2015. The roads to be repaired are located on the County service center complex in Pontiac and Waterford Township.
- D. **Water main replacement** - The water main located on the County service center complex, which runs along County Center Drive in Pontiac and Waterford Township, will be replaced and repaired.
- E. **Chiller replacement** - The chiller (air conditioning unit) for Building 49 West located on the County service center complex will be replaced.
- F. **Radio Shop Renovations / Repairs** - The radio shop located on the County service center complex, in Building 16 East, maybe be renovated and repaired including but not be limited to: an addition to the existing facility, replacement of the HVAC system, renovation of plumbing and related facilities, furniture and other capital projects within the Radio Shop facility.

- G. **Roofing repairs and maintenance** - Roofing repairs are conducted on an annual basis as funds are available. The roof repairs contemplated are located generally on the County service center complex in Pontiac and Waterford Township, but also include the Oakland Pointe Office Building in Pontiac or any other County-owned buildings.

II. CAPITAL PROJECTS FOR INFORMATION TECHNOLOGY

- A. **Acquisition of equipment and related costs** - The following equipment acquisitions and related costs have been targeted for the period FY-2012 through FY-2016:

- 1) Wide area and local area network equipment.
- 2) Video conferencing equipment - central servers and related replacement of software.
- 3) Desktop computers, laptop computers, monitors, tablets and related equipment for period FY-2012 to FY-2016.
- 4) Central server replacement.
- 5) EMC: NS-480 and NS-120.
- 6) PBX (telephone switch).
- 7) Mainframe tape drive replacement.
- 8) Other equipment purchases.

- B. **Software creation, acquisition and / or related implementation** - The following software creation and related implementation costs have been targeted for the period FY-2012 through FY-2016:

- 1) Video conferencing replacement of existing software (reimburse the Information Technology Fund for internal costs incurred in the re-write of the existing software.)
- 2) EMC software.

III. LEGAL DESCRIPTIONS

- A. **Parcel I.D. Number: 13-24-126-019** - Property Description - Public Works, Armory, Pt. Children's Village (Waterford Township):

T3N, R9E, SEC 24 PART OF NW 1/4 BEG AT N 1/4 COR, TH S 02-42-40 E 1131.37 FT, TH S 42-24-25 W 1189.70 FT, TH N 47-36-

02 W 963.28 FT, TH N 42-24-25 E 932.29 FT, TH N 52-43-05 W
399.18 FT, TH N 02-28-31 W 376.72 FT, TH N 87-25-20 E
1166.50 FT TO BEG 44.46 A 7-29-11 FR 008 & 009

- B. **Parcel I.D. Number: 13-24-251-001** - Property Description -
Road Commission, Pt. Children's Village (Waterford
Township):

T3N, R9E, SEC 24 THAT PART OF NE 1/4 LYING W OF TELEGRAPH RD
62 A W502

- C. **Parcel I.D. Number: 13-24-426-001** - Property Description -
EOB, Farmers Market, Information Technology, Boy Scouts,
Easter Seals, Credit Union (Waterford Township):

T3N, R9E, SEC 24 THAT PART OF SE 1/4 LYING NLY OF CEN LINE
OF PONTIAC LAKE RD & W OF TELEGRAPH RD, EXC SE PART TAKEN
FOR PONTIAC LAKE RD-TELEGRAPH RD CONNECTION 36 A W525A

- D. **Parcel I.D. Number: 13-24-227-001** - Property Description -
Health Dept., Pt. Courthouse, North Office Bldg., Medical
Examiner, Sheriff Administration (City of Pontiac):

T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF
TELEGRAPH RD & SLY OF SLY RW LINE OF GTWRR 85 A

- E. **Parcel I.D. Number: 14-18-352-006** - Property Description -
Impound Lot, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW
1/4 OF SEC 19 BEG AT NW COR OF SEC 19, TH S 01-50-30 E
389.12 FT, TH N 87-33-30 E 606.90 FT, TH N 46-29-40 W 520.32
FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-
30-20 E 300 FT, TH N 46-29-40 W ALG SWLY LINE OF OAKLAND AVE
TO W LINE OF SEC 18, TH SLY ALG SD SEC LINE TO BEG EXC W 30
FT IN WEST RD 7.97 A

- F. **Parcel I.D. Number: 14-18-352-007** - Property Description -
Materials Management, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW
1/4 OF SEC 19 BEG AT PT DIST S 0150-30 E 389.12 FT & N 87-
33-30 E 606.90 FT FROM NW COR OF SEC 19, TH N 46-29-40 W
520.32 FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH
N 43-30-20 E 300 FT, TH S 46-29-40 E 650 FT ALG SWLY LINE OF
OAKLAND AVE TO NWLY R/W LINE OF GTRR, TH SWLY 414.17 FT ALG
SD LI, TH S 87-33-30 W 6.73 FT TO BEG 5.91 A

- G. Parcel I.D. Number: 14-19-151-001 - Property Description -
Pt. Courthouse, Central Garage, Jail, Power House (City of
Pontiac):

T3N, R10E, SEC 19 PART OF NW 1/4. BOUNDED ON S BY E & W 1/4
LINE, ON W BY W SEC LINE & ON NE BY GTRR R/W 35.0 A

- H. Parcel I.D. Number: 14-30-251-001 - Property Description -
Oakland Pte. East (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-
13-24 E 475 FT & S 89-15-33 E 167.40 FT FROM SW COR OF SEC
19, TH S 89-15-33 E 295.13 FT, TH S 00-13-24 E 269.23 FT, TH
S 45-13-24 E 69.17 FT, TH S 00-13-24 E 331.40 FT, TH S 88-
15-41 W 344.12 FT, TH N 00-13-24 W 663.61 FT TO BEG 4.85 A
2/9/89 FR 14-19-351-007

- I. Parcel I.D. Number: 14-30-251-002 - Property Description -
Oakland Pte. West (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-
13-24 E 475 FT & S 89-15-33 E 462.53 FT FROM SW COR OF SEC
19, TH S 89-15-33 E 344.87 FT, TH S 00-44-27 W 637.22 FT, TH
S 88-41-41 W 123.06 FT, TH S 88-15-41 W 162.21 FT, TH N 00-
13-24 W 331.40 FT, TH N 45-13-24 W 69.17 FT, TH N 00-13-24 W
269.23 FT TO BEG 4.62 A 9/7/89 FR 14-19-351008

- J. Parcel I.D. Number: 20-32-226-010 - Property Description -
S. Oakland Bldg. (City of Troy):

T2N, R11E, SEC 32 OAKWOOD INDUSTRIAL PARK LOT 7

- K. Parcel I.D. Number: 24-13-426-004 - Property Description -
South Oakland Health (City of Southfield):

T1N, R10E, SEC 13 OAKLAND GARDENS SUB PART OF LOT 23, ALSO
ALL OF LOTS 24 TO 43 INCL, ALSO PART OF LOTS 44 TO 60 INCL,
ALSO PART OF LOT 211, ALSO ALL OF LOTS 212 TO 218 INCL, ALSO
PART OF LOT 219, ALSO ALL OF LOTS 309 TO 312 INCL, ALSO PART
OF LOTS 313 TO 316 INCL, ALSO ALL VAC STREETS & ALLEYS LOC
WITHIN THE FOL DESC PCL BEG AT PT DIST N 01-03-00 W 488.78
FT & S 88-13-00 W 7 FT FROM SE COR OF LOT 84 OF SD 'PLAT',
TH S 88-13-00 W 658.44 FT, TH N 01-03-00 W 330.04 FT, TH N
88-13-00 E 658.44 FT, TH S 01-03-00 E 330.04 FT TO BEG 3-10-
09 FR 001

IV. PRELIMINARY PROJECT COST ESTIMATE:

All Project Costs including Financing Costs, Bond Discount and Contingency	\$19,325,000.00
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EXHIBIT B
to
LEASE CONTRACT

OAKLAND BUILDING AUTHORITY PROJECT
SCHEDULE OF PRINCIPAL AND INTEREST

<u>DUE</u>	<u>AMOUNT</u>
TOTAL	\$ _____

APPENDIX II

NOTICE OF INTENTION OF THE COUNTY OF OAKLAND
TO ENTER INTO A LEASE CONTRACT WITH
THE OAKLAND COUNTY BUILDING AUTHORITY AND
NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF
THE COUNTY OF OAKLAND:

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Oakland, Michigan (the "County"), has authorized the execution of a full faith and credit general obligation lease contract (the "Lease") between the County and the Oakland County Building Authority (the "Authority"). The Lease provides, among other things, for the following purposes: See Exhibit A to be located at: See Exhibit A (the "Project"). The Lease provides further that the Authority will finance all or a portion of the total cost of the Project by the issuance of one or more series of building authority bonds (the "Bonds") pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), in anticipation of the receipt of cash rental payments to be made by the County to the Authority pursuant to the Lease. The maximum amount of bonds to be issued in one or more series shall not exceed \$19,325,000, the term of the Lease shall not exceed 50 years and the Bonds shall bear interest at a rate or rates that will result in a net interest cost of not more than 8% per annum.

FULL FAITH AND CREDIT AND TAXING POWER OF
THE COUNTY OF OAKLAND WILL BE PLEDGED

NOTICE IS FURTHER GIVEN that in the Lease the County will obligate itself to make cash rental payments to the Authority in amounts sufficient to pay the principal of and interest on the Bonds. The full faith and credit of the County will be pledged for the making of such cash rental payments. Pursuant to such pledge of its full faith and credit, the County will be obligated to levy such ad valorem taxes upon all taxable property in the County as shall be necessary to make such cash rental payments, which taxes, however, will be subject to applicable statutory and constitutional limitations on the taxing power of the County. In addition to its obligation to make cash rental payments, the County will agree in the Lease to pay all costs and expenses of operation and maintenance of the Project and all expenses of the Authority incidental to the issuance and payment of the Bonds, to the extent such expenses are not payable from the proceeds of the Bonds.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN to the electors and taxpayers of the County to inform them of the right to petition for a referendum

on the question of entering into the Lease. The County intends to enter into the Lease without a vote of the electors thereon, but the Lease shall not become effective until 60 days after publication of this notice. If, within 45-days after publication of this notice, a petition for referendum requesting an election on the Lease, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, has been filed with the County Clerk, the Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

This notice is given by order of the Board of Commissioners pursuant to Act 31. Further information may be obtained at the office of the Oakland County Clerk, County Service Center, 1200 N. Telegraph Rd., Pontiac, Michigan 48341.

EXHIBIT A to LEASE CONTRACT

The Project consists of the following listed and described infrastructure capital improvements and information technology capital improvements. Such Projects will occur on the real property described in this Exhibit, which shall be conveyed to the Authority.

I. CAPITAL PROJECTS FOR INFRASTRUCTURE

- A. **Steam tunnel repairs and renovation** - The County has a series of steam tunnels running underground in the County service center complex that are in need of repair. The tunnels provide a means of transmitting steam and other connections between facilities. The steam tunnels to be repaired are located on the County service center complex in Pontiac and Waterford Township.
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III. LEGAL DESCRIPTIONS

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02 W 963.28 FT, TH N 42-24-25 E 932.29 FT, TH N 52-43-05 W
399.18 FT, TH N 02-28-31 W 376.72 FT, TH N 87-25-20 E
1166.50 FT TO BEG 44.46 A 7-29-11 FR 008 & 009

- B. Parcel I.D. Number: 13-24-251-001 - Property Description -
Road Commission, Pt. Children's Village (Waterford
Township):

T3N, R9E, SEC 24 THAT PART OF NE 1/4 LYING W OF TELEGRAPH RD
62 A W502

- C. Parcel I.D. Number: 13-24-426-001 - Property Description -
EOB, Farmers Market, Information Technology, Boy Scouts,
Easter Seals, Credit Union (Waterford Township):

T3N, R9E, SEC 24 THAT PART OF SE 1/4 LYING NLY OF CEN LINE
OF PONTIAC LAKE RD & W OF TELEGRAPH RD, EXC SE PART TAKEN
FOR PONTIAC LAKE RD-TELEGRAPH RD CONNECTION 36 A W525A

- D. Parcel I.D. Number: 13-24-227-001 - Property Description -
Health Dept., PT. Courthouse, North Office Bldg., Medical
Examiner, Sheriff Administration (City of Pontiac):

T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF
TELEGRAPH RD & SLY OF SLY RW LINE OF GTWRR 85 A

- E. Parcel I.D. Number: 14-18-352-006 - Property Description -
Impound Lot, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW
1/4 OF SEC 19 BEG AT NW COR OF SEC 19, TH S 01-50-30 E
389.12 FT, TH N 87-33-30 E 606.90 FT, TH N 46-29-40 W 520.32
FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-
30-20 E 300 FT, TH N 46-29-40 W ALG SWLY LINE OF OAKLAND AVE
TO W LINE OF SEC 18, TH SLY ALG SD SEC LINE TO BEG EXC W 30
FT IN WEST RD 7.97 A

- F. Parcel I.D. Number: 14-18-352-007 - Property Description -
Materials Management, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW
1/4 OF SEC 19 BEG AT PT DIST S 0150-30 E 389.12 FT & N 87-
33-30 E 606.90 FT FROM NW COR OF SEC 19, TH N 46-29-40 W
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N 43-30-20 E 300 FT, TH S 46-29-40 E 650 FT ALG SWLY LINE OF
OAKLAND AVE TO NWLY R/W LINE OF GTRR, TH SWLY 414.17 FT ALG
SD LI, TH S 87-33-30 W 6.73 FT TO BEG 5.91 A

G. Parcel I.D. Number: 14-19-151-001 - Property Description -
Pt. Courthouse, Central Garage, Jail, Power House (City of
Pontiac):

T3N, R10E, SEC 19 PART OF NW 1/4 BOUNDED ON S BY E & W 1/4
LINE, ON W BY W SEC LINE & ON NE BY GTRR R/W 35.0 A

H. Parcel I.D. Number: 14-30-251-001 - Property Description -
Oakland Pte. East (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-
13-24 E 475 FT & S 89-15-33 E 167.40 FT FROM SW COR OF SEC
19, TH S 89-15-33 E 295.13 FT, TH S 00-13-24 E 269.23 FT, TH
S 45-13-24 E 69.17 FT, TH S 00-13-24 E 331.40 FT, TH S 88-
15-41 W 344.12 FT, TH N 00-13-24 W 663.61 FT TO BEG 4.85 A
2/9/89 FR 14-19-351-007

I. Parcel I.D. Number: 14-30-251-002 - Property Description -
Oakland Pte. West (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-
13-24 E 475 FT & S 89-15-33 E 462.53 FT FROM SW COR OF SEC
19, TH S 89-15-33 E 344.87 FT, TH S 00-44-27 W 637.22 FT, TH
S 88-41-41 W 123.06 FT, TH S 88-15-41 W 162.21 FT, TH N 00-
13-24 W 331.40 FT, TH N 45-13-24 W 69.17 FT, TH N 00-13-24 W
269.23 FT TO BEG 4.62 A 9/7/89 FR 14-19-351008

J. Parcel I.D. Number: 20-32-226-010 - Property Description -
S. Oakland Bldg. (City of Troy):

T2N, R11E, SEC 32 OAKWOOD INDUSTRIAL PARK LOT 7

K. Parcel I.D. Number: 24-13-426-004 - Property Description -
South Oakland Health (City of Southfield):

T1N, R10E, SEC 13 OAKLAND GARDENS SUB PART OF LOT 23, ALSO
ALL OF LOTS 24 TO 43 INCL, ALSO PART OF LOTS 44 TO 60 INCL,
ALSO PART OF LOT 211, ALSO ALL OF LOTS 212 TO 218 INCL, ALSO
PART OF LOT 219, ALSO ALL OF LOTS 309 TO 312 INCL, ALSO PART
OF LOTS 313 TO 316 INCL, ALSO ALL VAC STREETS & ALLEYS LOC
WITHIN THE FOL DESC PCL BEG AT PT DIST N 01-03-00 W 488.78
FT & S 88-13-00 W 7 FT FROM SE COR OF LOT 84 OF SD 'PLAT',
TH S 88-13-00 W 658.44 FT, TH N 01-03-00 W 330.04 FT, TH N
88-13-00 E 658.44 FT, TH S 01-03-00 E 330.04 FT TO BEG 3-10-
09 FR 001

IV. PRELIMINARY PROJECT COST ESTIMATE:

All Project Costs including Financing
Costs, Bond Discount and Contingency \$19,325,000.00

las.r1-oak240

APPENDIX III

FORM OF DECLARATION
OF OFFICIAL INTENT

I, the undersigned _____ of the County of Oakland, Michigan, do hereby certify as follows:

1. I am an officer of the County authorized to declare official intent of the County to reimburse expenditures made, prior to the issuance of debt, from the proceeds of said debt.

2. This Declaration relates to the following expenditures (the "Expenditures"):

<u>Amount</u>	<u>General Purpose</u>
---------------	------------------------

3. The Expenditures are with respect to property (the "Property") having:

(A) the following general character, type or purpose:

_____;

(B) the following size, quantity or cost: _____;

and

(C) a reasonably expected economic life at least one (1) year.

4. I understand that a substantial deviation between the above description of the Property for which the Expenditures are being made and the actual Property which is acquired or constructed will invalidate this declaration of official intent with the result that any proceeds of tax-exempt debt which are used to reimburse for the Expenditures will not be deemed to have been expended upon such reimbursement.

5. The County intends to reimburse the Expenditures by incurring taxable or tax-exempt debt (the "Reimbursement Obligations").

6. The expected source of funds that will be used to pay the Expenditures is as follows: issuance of up to \$_____ of Building Authority Bonds by the Oakland County Building Authority.

7. The expected source of funds to be used to pay debt service on the Reimbursement Obligation is as follows: payment made by the Oakland County _____ through the Oakland County General Fund.

8. This declaration of intent is consistent with the budgetary and financial circumstances of the County as of the date hereof in that there are no funds which are now or are reasonably expected to be, (A) allocated on a long-term basis, (B) reserved or (C) otherwise available pursuant to the County's budget, to pay the Expenditure.

9. The County does not have a pattern of failure to reimburse expenditures for which official intent has been declared in that at least seventy-five percent (75%) of all expenditures made after _____, for which the County has declared an intent to reimburse from the proceeds of taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

10. I acknowledge that in the event that the County fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures the same may adversely affect the ability of the County to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.

11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.

12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid or (B) the date that is one (1) year after the date on which the Property is placed in service.

13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the County maintained with respect to the Reimbursement Obligations; (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.

14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the County or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (D) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the County to any person or entity other than the County.

15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the County, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the County, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the County which were not reasonably expected by the County, on the date of issue of such obligation, to be used for such expenditure.

IN WITNESS WHEREOF, the undersigned has executed this declaration of official intent this _____ day of _____, ____.

County _____

las:rl-oak240

Resolution #12100

April 18, 2012

The Chairperson referred the resolution to the Finance Committee. There were no objections.

FISCAL NOTE (MISC. #12100)

May 2, 2012

BY: FINANCE COMMITTEE, TOM MIDDLETON, CHAIRPERSON

IN RE: **BUILDING AUTHORITY - RESOLUTION AUTHORIZING THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE A PROJECT TO MAKE INFRASTRUCTURE CAPITAL IMPROVEMENTS AND INFORMATION TECHNOLOGY CAPITAL IMPROVEMENTS LOCATED IN OAKLAND COUNTY, MICHIGAN**

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced Miscellaneous Resolution and finds:

1. The resolution authorizes the Board of Commissioners to pledge the full faith and credit of the County of Oakland for the payment of principal and interest on Building Authority bonds for the purpose of infrastructure capital improvements and Information technology capital improvements as well as authorizes a lease contract between the County of Oakland and the Oakland County Building Authority.
2. One or more series of bonds in the aggregate principal amount not to exceed \$19,325,000 may be issued at an interest rate not to exceed 8% per annum.
3. The statutory limit for County debt is \$5,245,346,034 (10% of current State Equalized Value). As of April 6, 2012, the total outstanding County pledged credit is \$259,290,773 or approximately 49% of the S.E.V.
4. Funding for the principal and interest payments by the County will be provided by the Oakland County General Fund; the annual debt service amounts will be included in the County Executive's FY 2013 – FY 2015 budget recommendation.
5. No budget amendment is required at this time.

FINANCE COMMITTEE

FINANCE COMMITTEE

Motion carried unanimously on a roll call vote.

Resolution #12100

May 2, 2012

Moved by Long supported by Woodward the resolutions (with fiscal notes attached) on the Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Dwyer, Gershenson, Gingell, Gosselin, Hatchett, Hoffman, Jackson, Long, Matis, McGillivray, Middleton, Nash, Nuccio, Potts, Quarles, River, Runestad, Scott, Taub, Welpert, Woodward, Zack, Bosnic, Covey. (24)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the Consent Agenda be adopted (with accompanying report accepted).



I HEREBY APPROVE THE FOREGOING RESOLUTION

ACTING PURSUANT TO 1973 PA 139

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Bill Bullard Jr., Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on May 2, 2012, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 2nd day of May, 2012.



Bill Bullard Jr., Oakland County

The Bond Letter

CLARK HILL

February 19, 2019

Clark Hill PLC
500 Woodward Avenue
Suite 3500
Detroit, MI 48226
T 313.965.8300
F 313.965.8252

clarkhill.com

Ms. Jody Hall, Assistant Corporation Counsel
Department of Corporation Counsel
1200 North Telegraph Road, Bldg. 14 East
Courthouse West Wing Extension, 3rd Floor
Pontiac, MI 48341

Re: Sale of 22 Acres to the Oakland County Road Commission As it Relates to the Building Authority Bonds Issued in 2012 (the "Bonds")

Dear Jody:

On February 7, 2019 you advised Edward P. Joss, Carl E. Wilson, and William A. Holdsworth and others as follows:

"The County is starting the process to sell the 22 acres, it currently leases to the Road Commission, to the Road Commission. A picture of the leased property is attached to this e-mail, The Building Authority currently owns this property because of the infrastructure capital improvements and IT capital improvements bonds that were issued in 2012 (please see the attached BOC MR# 12100). We are in the process of getting a survey, so we can split the leased parcel from the two larger parcels that comprise the 22 acres.

I need Ed and Carl to confirm, in writing, that none of the bond proceeds were used in to provide improvements to the 22 acres or the facilities located on the 22 acres. Once we get this written confirmation, John Axe will be able to draft a letter to the Building Authority, that will be attached with my memo to the Building Authority, indicating that the bond "Project" will not be affected by the conveyance/transfer of 22 acres to the County."

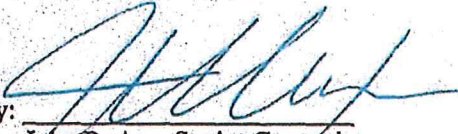
Attached to this letter is Exhibit A to the Lease Contract between the Oakland County Building Authority (the "Building Authority") and the County of Oakland (the "County") pursuant to which Lease Contract the Authority issued the Bonds.

Based upon the e-mails I have examined from Carl Wilson (dated Thursday, February 7, 2019) and Edward P. Joss (also dated February 7, 2019) I am satisfied that none of the Bond Proceeds have been expended on the captioned 22 Acres.

Accordingly, it is our opinion that the County may reacquire that property from the Authority. The transfer back to the County is permitted because the property was not used by the Authority for the Project for which the Bonds were issued.

If you have any further questions, please let me know.

Very truly yours,

By: 
John R. Axe, Senior Counsel
Clark Hill PLC

Enclosures

EXHIBIT A

EXHIBIT A to LEASE CONTRACT

The Project consists of the following listed and described infrastructure capital improvements and information technology capital improvements. Such Projects will occur on the real property described in this Exhibit, which shall be conveyed to the Authority.

I. CAPITAL PROJECTS FOR INFRASTRUCTURE

- A. **Steam tunnel repairs and renovation** - The County has a series of steam tunnels running underground in the County service center complex that are in need of repair. The tunnels provide a means of transmitting steam and other connections between facilities. The steam tunnels to be repaired are located on the County service center complex in Pontiac and Waterford Township.
- B. **Parking lot repaving program** - Annually, parking lots are repaired and / or replaced located on property owned by the County. This projected parking lot cost repair and replacement covers the period from FY-2012 through FY-2015. Any County-owned parking lots may be repaired.
- C. **Service center complex road repair** - Annually, the County repairs its roads located on the County service center complex. The projected road repair cost covers the period from FY-2012 through FY-2015. The roads to be repaired are located on the County service center complex in Pontiac and Waterford Township.
- D. **Water main replacement** - The water main located on the County service center complex, which runs along County Center Drive in Pontiac and Waterford Township, will be replaced and repaired.
- E. **Chiller replacement** - The chiller (air conditioning unit) for Building 49 West located on the County service center complex will be replaced.
- F. **Radio Shop Renovations / Repairs** - The radio shop located on the County service center complex, in Building 16 East, maybe be renovated and repaired including but not be limited to: an addition to the existing facility, replacement of the HVAC system, renovation of plumbing and related facilities, furniture and other capital projects within the Radio Shop facility.
- G. **Roofing repairs and maintenance** - Roofing repairs are conducted on an annual basis as funds are available. The roof repairs contemplated are located generally on the County service center complex in Pontiac and Waterford Township, but also include the Oakland Pointe Office Building in Pontiac or any other County-owned buildings.

II. CAPITAL PROJECTS FOR INFORMATION TECHNOLOGY

- A. **Acquisition of equipment and related costs** - The following equipment acquisitions and related costs have been targeted for the period FY-2012 through FY-2016:
 - 1) Wide area and local area network equipment.

- 2) Video conferencing equipment – central servers and related replacement of software.
 - 3) Desktop computers, laptop computers, monitors, tablets and related equipment for period FY-2012 to FY-2016.
 - 4) Central server replacement:
 - 5) EMC: NS-480 and NS-120.
 - 6) PBX (telephone switch).
 - 7) Mainframe tape drive replacement.
 - 8) Other equipment purchases.
- B. **Software creation, acquisition and / or related implementation** - The following software creation and related implementation costs have been targeted for the period FY-2012 through FY-2016:
- 1) Video conferencing replacement of existing software (reimburse the Information Technology Fund for internal costs incurred in the re-write of the existing software.)
 - 2) EMC software.

III. LEGAL DESCRIPTIONS

- A. **Parcel I.D. Number: 13-24-126-019** - Property Description - Public Works, Armory, Pt. Children's Village (Waterford Township):
- T3N, R9E, SEC 24 PART OF NW 1/4 BEG AT N 1/4 COR, TH S 02-42-40 E 1131.37 FT, TH S 42-24-25 W 1189.70 FT, TH N 47-36-02 W 963.28 FT, TH N 42-24-25 E 932.29 FT, TH N 52-43-05 W 399.18 FT, TH N 02-28-31 W 376.72 FT, TH N 87-25-20 E 1166.50 FT TO BEG 44.46 A 7-29-11 FR 008 & 009
- B. **Parcel I.D. Number: 13-24-251-001** - Property Description - Road Commission, Pt. Children's Village (Waterford Township):
- T3N, R9E, SEC 24 THAT PART OF NE 1/4 LYING W OF TELEGRAPH RD 62 A W502
- C. **Parcel I.D. Number: 13-24-426-001** - Property Description - EOB, Farmers Market, Information Technology, Boy Scouts, Easter Seals, Credit Union (Waterford Township):
- T3N, R9E, SEC 24 THAT PART OF SE 1/4 LYING NLY OF CEN LINE OF PONTIAC LAKE RD & W OF TELEGRAPH RD, EXC SE PART TAKEN FOR PONTIAC LAKE RD-TELEGRAPH RD CONNECTION 36 A W525A
- D. **Parcel I.D. Number: 13-24-227-001** - Property Description - Health Dept., PT. Courthouse, North Office Bldg., Medical Examiner, Sheriff Administration (City of Pontiac):

T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF TELEGRAPH RD
& SLY OF SLY RW LINE OF GTWRR 85 A

- E. **Parcel I.D. Number: 14-18-352-006** - Property Description - Impound Lot, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW 1/4 OF SEC 19 BEG AT NW COR OF SEC 19, TH S 01-50-30 E 389.12 FT, TH N 87-33-30 E 606.90 FT, TH N 46-29-40 W 520.32 FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-30-20 E 300 FT, TH N 46-29-40 W ALG SWLY LINE OF OAKLAND AVE TO W LINE OF SEC 18, TH SLY ALG SD SEC LINE TO BEG EXC W 30 FT IN WEST RD 7.97 A

- F. **Parcel I.D. Number: 14-18-352-007** - Property Description - Materials Management, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW 1/4 OF SEC 19 BEG AT PT DIST S 0150-30 E 389.12 FT & N 87-33-30 E 606.90 FT FROM NW COR OF SEC 19, TH N 46-29-40 W 520.32 FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-30-20 E 300 FT, TH S 46-29-40 E 650 FT ALG SWLY LINE OF OAKLAND AVE TO NWLY R/W LINE OF GTRR, TH SWLY 414.17 FT ALG SD LI, TH S 87-33-30 W 6.73 FT TO BEG 5.91 A

- G. **Parcel I.D. Number: 14-19-151-001** - Property Description - Pt. Courthouse, Central Garage, Jail, Power House (City of Pontiac):

T3N, R10E, SEC 19 PART OF NW 1/4 BOUNDED ON S BY E & W 1/4 LINE, ON W BY W SEC LINE & ON NE BY GTRR R/W 35.0 A

- H. **Parcel I.D. Number: 14-30-251-001** - Property Description - Oakland Pte. East (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E 50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-13-24 E 475 FT & S 89-15-33 E 167.40 FT FROM SW COR OF SEC 19, TH S 89-15-33 E 295.13 FT, TH S 00-13-24 E 269.23 FT, TH S 45-13-24 E 69.17 FT, TH S 00-13-24 E 331.40 FT, TH S 88-15-41 W 344.12 FT, TH N 00-13-24 W 663.61 FT TO BEG 4.85 A 2/9/89 FR 14-19-351-007

- I. **Parcel I.D. Number: 14-30-251-002** - Property Description - Oakland Pte. West (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E 50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-13-24 E 475 FT & S 89-15-33 E 462.53 FT FROM SW COR OF SEC 19, TH S 89-15-33 E 344.87 FT, TH S 00-44-27 W 637.22 FT, TH S 88-41-41 W 123.06 FT, TH S 88-15-41 W 162.21 FT, TH N 00-13-24 W 331.40 FT, TH N 45-13-24 W 69.17 FT, TH N 00-13-24 W 269.23 FT TO BEG 4.62 A 9/7/89 FR 14-19-351008

J. Parcel I.D. Number: 20-32-226-010 - Property Description - S. Oakland Bldg. (City of Troy):

T2N, R11E, SEC 32 OAKWOOD INDUSTRIAL PARK LOT 7

K. Parcel I.D. Number: 24-13-426-004 - Property Description - South Oakland Health (City of Southfield):

T1N, R10E, SEC 13 OAKLAND GARDENS SUB PART OF LOT 23, ALSO ALL OF LOTS 24 TO 43 INCL, ALSO PART OF LOTS 44 TO 60 INCL, ALSO PART OF LOT 211, ALSO ALL OF LOTS 212 TO 218 INCL, ALSO PART OF LOT 219, ALSO ALL OF LOTS 309 TO 312 INCL, ALSO PART OF LOTS 313 TO 316 INCL, ALSO ALL VAC STREETS & ALLEYS LOC WITHIN THE FOL DESC PCL BEG AT PT DIST N 01-03-00 W 488.78 FT & S 88-13-00 W 7 FT FROM SE COR OF LOT 84 OF SD 'PLAT', TH S 88-13-00 W 658.44 FT, TH N 01-03-00 W 330.04 FT, TH N 88-13-00 E 658.44 FT, TH S 01-03-00 E 330.04 FT TO BEG 3-10-09 FR 001

IV. PRELIMINARY PROJECT COST ESTIMATE:

All Project Costs including Financing	
Costs, Bond Discount and Contingency	\$19,325,000.00

las.r1-oak240

Authorization to Negotiate Sale

**Authorization to Negotiate the Sale
of Oakland County Campus Land**

February 7, 2017

Summary:

The Road Commission of Oakland County has expressed an interest in moving its administration office from Beverly Hills to the County Campus in Waterford. RCOC has leased 22 acres of County Campus land for its main service center for operations at the corner of Pontiac Lake Road and County Center Drive West since 1957. The lease terminates in the year 2056. RCOC owns the 16 acres contiguous and east of the 22 acres parcel and would like to own the entire parcel.

Potential Benefits:

- The RCOC Traffic Center in the basement of the Information Technology Building would be moved to the new administration office.
- Further centralizes county-wide public services onto one campus.
- All liability for the land would shift to the RCOC.

Recommendation:

Facilities Management requests approval to enter into negotiations for the sale of the 22 acres of County Campus land to the RCOC. Only Committee approval to proceed is needed at this time with final approval of any future property transfer required by the Board of Commissioners.

2019 Covenant Deed

COVENANT DEED

KNOW ALL PERSONS BY THESE PRESENTS on March _____, 2019 for one dollar (\$1.00) valuable monetary consideration, the receipt and sufficiency of which are hereby acknowledged, the Oakland County Building Authority (the "Authority"), One Public Works Drive, Waterford, Michigan, 48328 grants and conveys to the County of Oakland (the "County"), 1200 North Telegraph, Pontiac, Michigan 48341, all of the Authority's right, title and interest in and to the land located in Waterford Township, Oakland County, Michigan, described in EXHIBIT A attached hereto and incorporated herein by reference, together with all the hereditaments and appurtenances thereunto belonging or in anyway pertaining thereto.

The Authority will warrant and defend the same against all lawful claims or demands whatsoever arising out of acts of the Authority.

This conveyance is exempt from the payment of transfer taxes, as provided in MCL 207.505(h) and MCL 207.526(h)(i).

EXHIBIT A
to
Covenant Deed

LEGAL DESCRIPTION

PART OF THE EAST 1/2 OF SECTION 24, T.3N., R.9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE CENTER OF SECTION 24, T.3 N., R.9 E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, THENCE N 01° 46' 00" W, 1502.85 FT. ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 24; THENCE N 88° 14' 08" E, 211.72 FT.; THENCE S 46° 40' 48" E, 516.84 FT.; THENCE S 01° 35' 43" E, 1605.06 FT.; THENCE N 58° 48' 03" W, 681.55 FT.; THENCE N 01° 46' 12" W, 97.37 FT. TO THE POINT OF BEGINNING AND CONTAINING 22.0363 ACRES OF LAND MORE OR LESS AND SUBJECT TO A RIGHT-OF-WAY 66.00 FT. WIDE FOR A ROAD ALONG THE EASTERLY SIDE OF THE AFOREMENTIONED DESCRIBED PROPERTY.



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
100000002199
 (as of February 28, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
BLDCO - Building Construction				
702000 - Salaries		0.00	13,079.09	
730352 - Construction		35,552.00	13,230,408.32	
730520 - Design Fees		5,985.00	5,985.00	
773535 - Info Tech CLEMIS		0.00	200.59	
777560 - Radio Communications		0.00	3,599.06	
Building Construction TOTALS				
13,429,604.00		41,537.00	13,253,272.06	\$176,331.94
CONT - Contingency				
730359 - Contingency		0.00	77,560.00	
730520 - Design Fees		0.00	3,660.00	
Contingency TOTALS				
94,000.00		0.00	81,220.00	\$12,780.00
FM_CONSTR_DOCS - Construction Documents				
730520 - Design Fees		0.00	847,608.85	
Construction Documents TOTALS				
820,000.00		0.00	847,608.85	(\$27,608.85)
FM_DESIGN_DEV - Design Development				
702000 - Salaries		0.00	215.25	
Design Development TOTALS				
0.00		0.00	215.25	(\$215.25)
FM_PRELIM_PLNG - Preliminary Planning				
702000 - Salaries		0.00	77.26	
Preliminary Planning TOTALS				
0.00		0.00	77.26	(\$77.26)
FRINGE_BENEFITS - Fringe Benefits				
722000 - Fringe Benefits		0.00	8,600.75	
Fringe Benefits TOTALS				
0.00		0.00	8,600.75	(\$8,600.75)
FURNISHINGS - Furnishings				
760160 - Furniture and Fixtures		0.00	112,402.83	
Furnishings TOTALS				
105,000.00		0.00	112,402.83	(\$7,402.83)
GLB - GL Balance Sheet				
730352 - Construction		0.00	214.45	
GL Balance Sheet TOTALS				
0.00		0.00	214.45	(\$214.45)
LEGAL - Legal and Financial				
731073 - Legal Services		0.00	117,337.50	
731528 - Publishing Legal Notices		0.00	1,850.75	
793938 - Discount on Bonds		0.00	23,432.54	
Legal and Financial TOTALS				
250,000.00		0.00	142,620.79	\$107,379.21
MAT - Storeroom Materials Only				



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
10000002199
 (as of February 28, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
775754 - Maintenance Department Charges		0.00	486.08	
Storeroom Materials Only TOTALS				
	0.00	0.00	486.08	(\$486.08)
OWNERS COST - OWNERS COSTS				
702000 - Salaries		0.00	832.91	
730324 - Communications		0.00	3,105.00	
730352 - Construction		0.00	302,718.57	
730520 - Design Fees		0.00	1,700.00	
731115 - Licenses and Permits		0.00	110,435.92	
731241 - Miscellaneous		0.00	15,438.47	
731360 - Planning		0.00	106,230.93	
OWNERS COSTS TOTALS				
	690,396.00	0.00	540,461.80	\$149,934.20
TESTING - Testing Services				
731906 - Testing Services		0.00	40,168.81	
Testing Services TOTALS				
	61,000.00	0.00	40,168.81	\$20,831.19

Project 10000002199 - BA Animal Ctrl Pet Adoption Ct				
Total Project Expenses				
	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
	\$15,450,000.00	\$41,537.00	\$15,027,348.93	\$422,651.07
Total Project Revenue				
Account	Month-to-Date Revenue	Life-to-Date Revenue		
655077-Accrued Interest Adjustments	\$680.96	\$26,213.06		
655385-Income from Investments	\$670.35	\$216,092.48		
697551-Issuance of Bonds	\$0.00	\$15,450,000.00		
TOTAL REVENUE	\$1,351.31	\$15,692,305.54		
REVENUE OVER/(UNDER) EXPENSES		\$664,956.61		

County of Oakland
BA Animal Control Pet Adoption
Statement of Fund Balance
For The Five Months Ended February 28, 2019
Fund 41425

Revenues:

Income from Investments	5,488.52
Accrued Interest Adjustments	666.42
	6,154.94

Expenditures:

Charges Against Project	(49,827.00)
Subtotal	(43,672.06)

Operating Transfers In	0.00
Operating Transfers Out	0.00

Fund Balance at Beginning of Year	708,628.67
Fund Balance at February 28, 2019	\$664,956.61

**County of Oakland
BA Animal Control Pet Adoption
Balance Sheet
February 28, 2019
Fund 41425**

ASSETS

Cash Operating	638,743.55
Accrued Interest on Investment	26,213.06
	<u>664,956.61</u>

LIABILITIES AND FUND BALANCE

Current Liabilities:

Accounts Payable	0.00
Vouchers Payable	0.00
Total Current Liabilities	<u>0.00</u>

Fund Balance	<u>664,956.61</u>
--------------	-------------------

Total Liabilities and Fund Balance	<u>664,956.61</u>
---	--------------------------

From: Shawn Phelps, Chief of Fiscal Services
Facilities Management Accounting *sjphelps*

Date: March 13, 2019

Subject: BA Animal Control Adoption Center Fund 41425 invoices:

Payable To	Date	Invoice #	WO	Project	Proj #	Activity	Amount
JMK Consultants	2/11/2019	639	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$1,365.00
JMK Consultants	2/25/2019	650	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$225.00
							<u>\$1,590.00</u>

OC Building Authority

Jay Shah, Chairperson

4844
02

jmk Consultants, Inc.
Program and Project Managers
6905 Telegraph Road, Suite 170
Bloomfield Hills, MI 48301

RECEIVED
OAKLAND COUNTY
FEB 12 2019
FACILITIES MANAGEMENT
PLANNING & ENGINEERING

BA
Invoice

Date	Invoice #
2/11/2019	639

Bill To
Oakland County Facility Planning & Engineering Building 95 West 1 Public Works Drive Waterford, MI 48328

P.O. No.	Terms	Project
004844	Net 30	

Quantity	Description	Rate	Amount
6	Commissioning Services JKause 1.26.19 - 2.8.19	130.00	780.00
6.5	Commissioning Services THarvin 1.26.19 - 2.8.19 JMK EID# 35-2234934	90.00	585.00
Fund <u>41425</u> Dept <u>1040105</u> Program <u>148020</u> Account <u>730520</u> Oper Unit <u>24811</u> Project # <u>2199</u> Source Type <u>00002</u> Category <u>56983</u> <u>2/27 RQ325845</u>			
<u>CHARGE TR.:</u> CWA: 766397 COMPO: 14PC112 CAT: 56983			
Please make checks payable to		Total	
JMK Consultants, Inc.		\$1,365.00	

ok of
2-20-19

mpm
2/20/19.

ok to
pay

4844
09

jmk Consultants, Inc.
Professional Engineers

6905 Telegraph Road, Suite 170
Bloomfield Hills, MI 48301

RECEIVED
OAKLAND COUNTY
FEB 26 2019
FACILITIES MANAGEMENT
PLANNING & ENGINEERING

Matt

BA

Invoice

Date	Invoice #
2/25/2019	650

Bill To
Oakland County Facility Planning & Engineering Building 95 West 1 Public Works Drive Waterford, MI 48328

P.O. No.	Terms	Project
004844	Net 30	

Quantity	Description	Rate	Amount
2.5	Commissioning Services 2.9.19 - 2.22.19 JMK EID # 35-2234934	90.00	225.00
Fund <u>41425</u> Dept <u>1040105</u> Program <u>148020</u> Account <u>730520</u> Oper Unit <u>24811</u> Project # <u>2199</u> Source Type <u>00002</u> Category <u>58952</u> <u>2/27 RQ325846</u>			
CHARGE TO: CW: 315393 COMBO: 14PC112 CAT: 58952			
Please make checks payable to JMK Consultants, Inc.		Total	\$225.00

Wm 2/26/19
OK TO PAY

County of Oakland
BA-FAC Infrastructure-IT Projects
Statement of Fund Balance
For The Five Months Ended February 28, 2019
Fund 41423

Revenues:	
Income from Investments	6,165.80
Accrued Interest Adjustments	58.39
Refund Prior Years Expenditure	0.00
	6,224.19
Expenditures:	
Charges Against Project	(1,559.69)
Subtotal	4,664.50
Reimbursement General	
Operating Transfers In	
Operating Transfers Out	
Fund Balance at Beginning of Year	389,216.95
Fund Balance at January 31, 2019	\$393,881.45

County of Oakland
BA-FAC Infrastructure-IT Projects
Balance Sheet
February 28, 2019
Fund 41423

ASSETS

Cash Operating	\$380,525.64
Accrued Interest on Investment	13,355.81
Due from Com. Road Commission	0.00
Total Assets	<u><u>\$393,881.45</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:	
Vouchers Payable	0.00
Accounts Payable	0.00
Total Current Liabilities	<u>0.00</u>
Fund Balance	<u>393,881.45</u>
Total Liabilities and Fund Balance	<u><u>\$393,881.45</u></u>

DK



CONTRACT CHANGE ORDER

C O U N T Y M I C H I G A N • DEPARTMENT OF FACILITIES MANAGEMENT • FACILITIES PLANNING & ENGINEERING

One Public Works Drive
Waterford, MI 48341
248-858-0144

CHANGE ORDER #	CONTRACT #	CHANGE ORDER DATE
3	3660	12/26/18
WORK ORDER #	PEOPLESFT PROJ #	PROJECT NO. & TITLE
C141	1000002604	12-086 Sheriff's Admin RCC Steam Tunnel

CONTRACTOR'S NAME: George W. Auch Company
ADDRESS: 735 South Paddock St., Pontiac, MI 48341

Your proposal for making the following revisions to the contract documents for this project is hereby accepted.

CHANGES & JUSTIFICATION:

Unused Contract Balance

(\$34,982.90)

FIELD ORDER NO. :

Total This Change Order (Net): **(\$34,982.90)**

PROJECT BUDGET SUMMARY		CONTRACT SUMMARY	
Project Estimate:	\$3,046,800.00	Original Contract:	\$2,337,000.00
Owner's Project Contingencies:	\$0.00	Previous Net Changes:	\$592,790.17
Total Project Budget:	\$3,046,800.00	Contract to Date:	\$2,929,790.17
Project Estimate Expenditures To Date:	(\$2,979,836.34)	<u>Current Change Order</u>	
Owner's Contingencies Expenditures To Date:	\$0.00	Add to contract:	\$0.00
Total Expenditures To Date:	(\$2,979,836.34)	Deduct from contract:	(\$34,982.90)
Remaining Project Budget before this c/o:	\$66,963.66	Total Net Change:	(\$34,982.90)
		New Contract Amount:	\$2,894,807.27

Current Change Order (Net)

Add to contract: \$0.00 < subtract from Remaining Project Budget
Deduct from contract: (\$34,982.90) < no change to Remaining Project Budget

Total Remaining Project Budget: **\$66,963.66**

The amount of the Contract will be **decreased** in the sum of **Thirty Four Thousand Nine Hundred Eighty Two Dollars & 90/100's**

with **no change** in the contract time.

(\$34,982.90)

RECOMMENDATIONS FOR APPROVAL

Oakland County Project Manager - Carmelo Moyet, Jr.	DATE
	1-3-19
Oakland County Division Supervisor - Jason Warner	DATE
	1/4/19
Oakland County Division Manager - Ed Joss	DATE
	1-4-19

Copies: Purchasing, Project Manager, FE file

Moyet, Carmelo

From: Jim Munchiando <JMunchiando@auchconstruction.com>
Sent: Monday, December 10, 2018 11:17 AM
To: Moyet, Carmelo
Subject: RE: Steam Tunnel Balance

Carmelo: We are good; the total deduct for the Amendment for the Steam tunnel would be \$34,982.90. If you are going to amended the contract please make sure it with the old contract. The new one does not have the steam tunnel in. Let talk

From: Moyet, Carmelo [mailto:moyetc@oakgov.com]
Sent: Wednesday, November 28, 2018 10:28 AM
To: Jim Munchiando
Cc: Moyet, Carmelo
Subject: RE: Steam Tunnel Balance

Jim,

You never called.

Carmelo

From: Jim Munchiando [mailto:JMunchiando@auchconstruction.com]
Sent: Wednesday, November 21, 2018 6:44 AM
To: Moyet, Carmelo
Subject: Re: Steam Tunnel Balance

I'll call yo today

Sent from my Sprint Samsung Galaxy S8.

----- Original message -----

From: "Moyet, Carmelo" <moyetc@oakgov.com>
Date: 11/21/18 6:27 AM (GMT-05:00)
To: Jim Munchiando <JMunchiando@auchconstruction.com>
Cc: "Moyet, Carmelo" <moyetc@oakgov.com>
Subject: Steam Tunnel Balance

Jim,

It looks like we have everything for the Steam Tunnel Project complete. I have \$34,982.90 for the balance of your contract.

Shall I get a change order to you?

Thank you.



CONTRACT CHANGE ORDER

C O U N T Y M I C H I G A N

DEPARTMENT OF FACILITIES MANAGEMENT

FACILITIES PLANNING & ENGINEERING

One Public Works Drive

Waterford, MI 48341

248-858-0144

CHANGE ORDER #	CONTRACT #	CHANGE ORDER DATE
2	4996	03/07/19
WORK ORDER #	PEOPLESFT PROJ #	PROJECT NO. & TITLE
630109	10000002604	12-086 38E & 32E Utility Tunnel Repairs

CONTRACTOR'S NAME:

Soil and Materials Engineers

ADDRESS:

43980 Plymouth Oaks Blvd, Plymouth, MI 48170

Your proposal for making the following revisions to the contract documents for this project is hereby accepted.

CHANGES & JUSTIFICATION:

Steam Tunnel Repairs

\$22,700.00

FIELD ORDER NO. :

Total This Change Order (Net): \$22,700.00

PROJECT BUDGET SUMMARY		CONTRACT SUMMARY	
Project Estimate:	\$2,996,800.00	Original Contract:	\$68,000.00
Owner's Project Contingencies:	\$50,000.00	Previous Net Changes:	\$0.00
Total Project Budget:	\$3,046,800.00	Contract to Date:	\$68,000.00
Project Estimate Expenditures To Date:	\$2,962,323.40	Current Change Order	
Owner's Contingencies Expenditures To Date:	\$39,407.33	Add to contract:	\$22,700.00
Total Expenditures To Date:	\$3,001,730.73	Deduct from contract:	\$0.00
Remaining Project Budget before this c/o:	\$45,069.27	Total Net Change:	\$22,700.00
		New Contract Amount:	\$90,700.00

Current Change Order (Net)

Add to contract:

(\$22,700.00) < subtract from Remaining Project Budget

Deduct from contract:

\$0.00 < no change to Remaining Project Budget

Total Remaining Project Budget:

\$22,369.27

The amount of the Contract will be **increased** in the sum of **Two Thousand Seven Hundred Dollars & 00/100's** with **no change** in the contract time.

\$22,700.00

RECOMMENDATIONS FOR APPROVAL

Oakland County Project Manager - Carmelo Moyet	DATE
	3-7-19
Oakland County Division Supervisor - Jason Warner	DATE
	3/7/19
Oakland County Division Manager - Ed Joss	DATE



The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

November 9, 2018

Mr. Carmelo Moyet, Jr., PE
Facilities Engineer
Oakland County
1200 North Telegraph Rd.
Pontiac, MI 48341

Transmitted via e-mail: moyetc@oakgov.com

RE: Oakland County Concrete Steam Tunnel Assessment and Repairs
Oakland County Service Center
Pontiac, MI 48341
SME Proposal No.: P03422.18 – Revised

Dear Mr. Moyet:

SME is pleased to submit this proposal for a condition assessment and follow-up design services for a portion of the underground steam tunnel located on the south side of Building 32 East, RCC. This section of the tunnel is comprised of an 84-inch diameter corrugated steel pipe (CSP) that connects to a perpendicular cast-in-place (CIP) concrete tunnel.

SCOPE OF SERVICES

CONDITION ASSESSMENT

Proposed services include an assessment of the CIP concrete tunnel's condition, where the CSP intersects the CIP tunnel, for a length of 60-feet (30 feet in each direction from the intersection), and design of needed repairs. Concrete will be checked for deterioration that might include cracks, spalls, exposed and corroding reinforcing steel, undesirable differential movement, water intrusion, foreign material buildup (chlorides and other infiltrates), and other notable detrimental conditions. SME will also check pipe supports/stanchions and note deficient conditions.

Physical concerns will be documented with respect to deterioration type, location, and extent (severity). Documentation will include commentary, photographs, and sketches, with measurements and quantities. Assessment information will be used as a basis for design of repairs. Findings will be summarized in a condition assessment report, provided upon request for the itemized fee given in Table 1.

DESIGN SERVICES

Using information from the assessment, SME will design repairs in accordance with Oakland County's stated criteria. In accordance with our earlier discussions, the project will include:

- Design drawings, as-needed showing repairs and improvements to the interior, including utility supports, and exterior. The soil above and adjacent to the tunnel will be removed to expose a 60-foot length of CIP

tunnel and a 30-foot length of CSP tunnel, from their intersection. The depth of excavation will be sufficient to reach the foundation level.

- Replacement of the tunnel roof slab.
- Installation of an exterior perimeter drainage system to tie into an existing sump or installation of a new sump.
- New concreting layer on exterior of CSP (30-foot section).
- A water resistance system for both the concrete and CSP.

Project objectives will be discussed with the county prior to proceeding with design documents. A 95% complete, "For Owner Review" set, will be submitted to Oakland County for review and comments. Following County approval, SME will provide the following:

- Design drawings that include:
 - Cover sheet.
 - General tunnel alignment plan with access points.
 - Existing topographic plan (FTC&H survey plan), if provided for reference.
 - Interior and exterior tunnel repair plans.
 - Repair details as required with respect to waterproofing and roof slab replacement, etc.
- Bid documents.
- Drawing formatted notes and specifications.

BIDDING AND QUALITY ASSURANCE DURING REPAIRS

SME will attend a pre-bid meeting and provide technical clarifications as required with respect to the contract documents.

SME will provide Construction Administration and Quality Assurance services during the construction phase. SME's field services will be in conjunction with and in support of the Contractor's schedule, when requested by the County. A total of eight visits have been included for QA during construction. Additional visits can be made if requested by the County for an additional fee.

BUDGET

Table 1 contains fees associated with the proposed scope of services. All professional fees for the project are based on SME's current fee schedule with Oakland County.

TABLE 1: FEES ASSOCIATED WITH PROPOSED SERVICES.

ITEM	FEE ESTIMATE
Condition Assessment (Optional – Condition Assessment Report)	\$6,200 (\$2,500)
Design Services	\$8,300
Bidding	\$2,500
TOTAL ESTIMATED FEE (Including Optional Condition Assessment Report)	\$17,000 (\$19,500)
Quality Assurance During Repairs (Estimated)*	\$1,300/Visit
Progress Meeting (Weekly), Include Meeting Minutes	\$500/Visit

*Price estimated based on half-day site visits; associated observation report (including photographic documentation), and administrative/project management duties. Actual cost for site visits may vary.

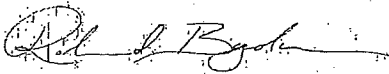
Professional fees for QA monitoring and construction administration performed during the construction phase will be based on the units used and invoiced per the current approved Professional Services Contract. Once Oakland County has selected a contractor and approved the project schedule identifying the duration of construction, a budget for QA services can be developed for Oakland County's consideration. SME will attend weekly progress meetings during construction. If possible, QA visits will be scheduled on the day of a progress meeting.

SME can mobilize staff and begin field services within ten business days following approval of this proposal. Additional consulting services or attendance at meetings (other than indicated above) are not part of the scope of services, but can be provided on a unit basis.

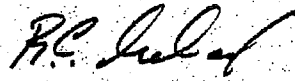
If there are any questions regarding proposed services, or if additional information is desired, please do not hesitate to contact us.

Very Truly Yours,

SME



Roland Bogdani, PE
Project Engineer
Structural Material Services



cosign

R. Charles Ireland PhD, PE
Senior Consultant
Structural Material Services



CHANGE ORDER REQUEST

NO.: 1

43980 Plymouth Oaks Blvd., Plymouth, MI 48170-2584
Phone: 734-454-9900

CLIENT INFORMATION

Contact: Carmelo Moyet
Company: Oakland County
Email Address: moyetc@oakgov.com
Address: 1 Public Works Drive
City: Waterford State: MI Zip: 48328
Phone: 248-858-0141 Cell: N/A

PROJECT INFORMATION

Project Name: Oakland County Concrete Steam Tunnel
City: Pontiac State: MI
SME Project No. 080884.00
Date: 2/11/19
Client P.O. No.: N/A

This Change Order Request serves to confirm modifications to SME's scope of services as follows:

- Subcontract a concrete coring contractor to extract concrete cores from the tunnel roof slab at three locations for the purpose of subsequent assessment of the integrity of the concrete. The location of concrete coring will be at SME's discretion, with two cores proposed in areas containing apparently deteriorated concrete and one core in an area of suspected good concrete. Cores will be nominally 3-inches in diameter and will extend the full depth of the tunnel roof slab.
- Cores will be visually assessed to check for signs of deterioration. This information will be useful in designing suitable repairs.
- SME will patch core holes with cementitious material.

The above modifications to SME's scope of services will result in additional fees.

Original Contract Fee: \$19,500 Base Fee.
Total Fees of Previous Change Orders: N/A.
Fees for this Change Order: \$3,200.
New Total Fee: \$22,700 Base Fee + Change Order Requested Fee.
All previously agreed upon terms and conditions remain in effect.

SME PROJECT MANAGER

Signature

Name: Roland Bogdani, PE
Title: Senior Project Engineer
Date: 2/11/19

CLIENT REPRESENTATIVE

I authorize the above services to be performed and agree to the additional fees.

Signature

Name:
Title:
Date:

080884.00+021119+COR1 1

Oakland County 2019 Steam Tunnel Repair Project

Facilities Planning & Engineering is seeking a proposal for pre-construction / bidding services for the repair of 30' x 7' dia. section of corrugated metal pipe tunnel from the intersection of a 6'x6' concrete tunnel, as well as, 60' (30' east and 30' west of intersection) of the 6'x6' concrete tunnel located on the south side of 32 East, RCC. Proposed repair includes:

30' of 7' Dia. Corrugated Metal Pipe -

- Remove necessary existing asphalt, concrete and landscaping
- Excavate and expose metal pipe
- Clean and coat
- Install/repair drainage
- Install waterproofing membrane
- Install protective layer over waterproofing
- Backfill and install new asphalt, concrete and landscaping

60' of 6'x6' Concrete Tunnel -

- Remove necessary existing asphalt, concrete and landscaping
- Excavate and expose top and sides of tunnel to footing
- Install/repair drainage
- Repair deteriorated concrete on both sides
- Repair expansion joints on both sides
- Remove and replace top
- Install waterproofing membrane on both walls and new top
- Install protective layer over waterproofing
- Backfill and install new asphalt, concrete and landscaping

Schedule --

- Bidding by April 1, 2019
- Complete by November 15, 2019

TOTAL PROPOSED COST

\$ _____

